Next scheduled Committee Meeting will be held in the Multi-Purpose Room, 201 Spring Street, Springdale, Arkansas

- The next Committee meeting Monday, November 4, 2019
  - Committee agendas will be available on Friday, November 1.

#### SPRINGDALE CITY COUNCIL REGULAR MEETING TUESDAY, October 22<sup>th</sup>, 2019

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance Invocation – Brian Powell

#### 6:00 p.m. OFFICIAL AGENDA

- 1. Large Print agendas are available.
- 2. Call to Order Councilman Brian Powell
- 3. Roll Call Denise Pearce, City Clerk

Recognition of a Quorum.

4. Comments from Citizens

The Council will hear brief comments from citizens during this period on issues not on the Agenda. No action will be taken tonight. All comments will be taken under advisement.

- 5. Quarterly Economic Development Report presented by Scott Edmondson.
- 6. <u>Final Needs Assessment</u> presentation for Parks and Recreation. Presented by Stephen Dittmore, University of Arkansas Research Team.
- 7. Approval of Minutes October 8<sup>th</sup>, 2019 Pgs. 3 4
- 8. Procedural Motions
  - A. Entertain Motion to read all Ordinances and Resolutions by title only.

Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers* **9A-D, 14, & 15**. *Motion must be approved by two-thirds (2/3) of the council members).* 

- 9. Planning Commission Report and Recommendation by Patsy Christie Director of Planning and Community Development:
  - A. <u>An Ordinance</u> amending Ordinance No. 3307 the same being the zoning ordinance of the City of Springdale, Arkansas, and the Plat pertaining thereto by rezoning certain lands (1.6 acres on S. 48<sup>th</sup> Street/Parcel 815-29106-110) from Neighborhood Office District (O-1) to Planned Commercial District (C-4) and declaring an emergency. Pgs. 5 7
  - B. **An Ordinance** amending Ordinance No. 3307 the same being the zoning ordinance of the City of Springdale, Arkansas, and the Plat pertaining thereto by rezoning certain lands (14 acres at the intersection of Highway 112 and Har-Ber Avenue) from Agricultural District (A-1) to Residential Estates (RE) and declaring an emergency. Pgs. 8 10
  - C. <u>An Ordinance</u> amending Ordinance No. 3307 the same being the zoning ordinance of the City of Springdale, Arkansas, and the Plat pertaining thereto by rezoning certain lands (20.1 acres ±, South of Julio Road, West of Butterfield Coach, North of Tyson Heights Phase I S/D, Southwest of Sonoma S/D) from Low/Medium Density Single Family Residential District (SF-2) to High Density Single Family Residential District (SF-3) and declaring an emergency. Pgs. 11 13
  - D. **An Ordinance** amending Ordinance No. 3307 the same being the zoning ordinance of the City of Springdale, Arkansas, and the Plat pertaining thereto by rezoning certain lands (6.5 acres on Butterfield Coach Road) from thoroughfare commercial district (C-5) to High Density Multi-Family Residential District (MF-24) and declaring an emergency. Pgs. 14 16

- E. <u>A Resolution</u> approving a Conditional Use at 3084 Greenwich Street as set forth in Ordinance No. 4030. Pgs. 17 19
- F. <u>A Resolution</u> approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Marcye Kinnard in connection with 8159 E. Brown Road, a single family dwelling. Pgs. 20 21
- G. <u>A Resolution</u> approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Griffin 4-plex on N. Gutensohn Rd. in connection with N19-23 a Non Large Scale Development. Pgs. 22 23
- H. <u>A Resolution</u> approving a conditional use at 3362 North 48th Street as set forth in Ordinance No. 4030. Pgs. 24 25
- 10. Parks and Recreation Committee by Chairman Mike Lawson:
  - <u>A Resolution</u> authorizing the execution of a construction manager contract for Parks and Recreation Center Remodel Project No. CP 1904. Presented by Chad Wolf, Parks and Recreation Director and Wyman Morgan, Financial Services Director. Pgs. 26 48
- 11. Finance Committee by Chairman Jeff Watson:
  - <u>A Resolution</u> authorizing the purchase of property located at 418 Spring Street, Springdale, Washington County, Arkansas, owned by David Moran. Pgs. 49 55
- 12. Health, Sanitation and Property Maintenance Committee by Chairman Brian Powell:

  \*\*A Resolution\*\* setting a Public Hearing Date, Pursuant to ARK. Code Ann. §14-235-223, on a proposed ordinance establishing and setting rates for sanitary sewer service in the City of Springdale, Arkansas. \*\*Pgs. 56 61\*\*
- 13. Street and Capital Improvements Committee by Chairman Rick Evans:
  - A. <u>A Resolution</u> authorizing the City Attorney to settle a condemnation lawsuit wherein Eric R. Cullins and Nancy V. Cullins, Trustees of the Nancy V. Baur Living Trust are defendants. Easements located at 303, 305, 309 East Maple Ave. and 400 Robert Circle. Resolution presented by Ernest Cate, City Attorney. Pgs. 62 69
  - B. <u>A Resolution</u> authorizing the execution of a construction contract for the extension of Maple Avenue Project No. B18BPS2. Pgs. 71 74
  - C. <u>A Resolution</u> authorizing the Mayor and City Clerk to enter into a Grant Agreement with the Walton Family Foundation for the construction of Spring Creek Trail Extension across property owned by Arkansas Game and Fish. Resolution presented by Patsy Christie, Director of Planning and Community Development. Pg. 75
  - D. <u>A Resolution</u> authorizing the Mayor and City Clerk to enter into a Grant Agreement with the Walton Family Foundation for the construction of Dean's Trail. Resolution presented by Patsy Christie, Director of Planning and Community Development. Pg. 76
- 14. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located at 4051 Benjamin, (Parcel No. 21-02340-000) Benton County, within the City of Springdale, Arkansas. Presented by City Attorney Ernest Cate. **Pgs. 77 87**
- 15. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located at 2688B Carondolet St., (Parcel No. 815-35898-000) Washington County, within the City of Springdale, Arkansas and 1304 Young St. (Parcel No. 815-20890-000) Washington County, within the City of Springdale, Arkansas. Presented by City Attorney Ernest Cate. **Pgs. 88 107**
- 16. Comments from Council Members.
- 17. Comments from City Attorney.
- Comments from Mayor.
- 19. Adjournment.

## SPRINGDALE CITY COUNCIL OCTOBER 8, 2019

The City Council of the City of Springdale met in regular session on Tuesday, October 8, 2019, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

#### Roll call was answered by:

Doug Sprouse	Mayor
Amelia Williams	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2
Colby Fulfer	Ward 1
Mike Lawson	Ward 4
Rick Evans	Ward 2
Brian Powell	Ward 1
Kathy Jaycox	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

#### Department heads present:

Mike Irwin	Fire Chief
Mike Peters	Police Chief
Wyman Morgan	Director of Financial Services
Brad Baldwin	Eng. & Public Works Director
Ron Findley	Neighborhood Services Director
Ashley Earhart	Public Relations Director
Mike Chamlee	Building Inspection Director
Chad Wolf	Parks & Recreation Director
Courtney Kremer	Animal Services Director

#### APPROVAL OF MINUTES

Council Member Jaycox moved the minutes of the September 24, 2019 City Council meeting be approved as presented. Council Member Evans made the second.

There was a voice vote of all ayes and no nays.

#### 2018 BOND PROJECTS REPORT AND UPDATE

Department Heads gave updates on the 2018 Bond Projects.

CITY OF SPRINGDALE 2018 SERIES BONDS - PROJECTS CONSOLIDATED TOTALS ACTUAL EXPENDITURES Date: As of **09/30/19** 

PROJECT	GRAND TOTAL	FUNDS AVAILABLE PER TRUST STMT
STREETS	7,520,577.32	73,233,599.61
PARKS	3,180,306.91	16,264,874.49
FIRE	6,356,073.78	9,953,528.77

## SPRINGDALE CITY COUNCIL OCTOBER 8, 2019

CRIMINAL JUSTICE 2,112,587.14 37,243,653.38

ANIMAL SHELTER 619,186.85 4,600,856.38

As of 9/30/2019

**TOTALS** 19,788,732.00 141,296,512.63

#### **PUBLIC MEETINGS**

Public Relations Director Ashley Earhart reported the groundbreaking for Shaw Family Park will be held on Monday, October 21, 2019 at 2:00 p.m.

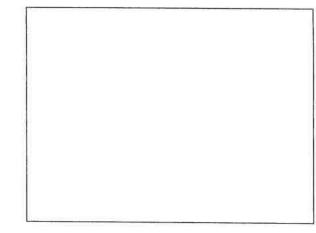
There will be a public meeting for the Har-Ber Avenue Extension from 48th Street to Gutensohn Road on October  $24^{th}$  at Central Junior High School from 5-7 p.m.

#### **ADJOURNMENT**

Council Member Overton made the motion to adjourn. Council Member Jaycox made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:50 p.m.

	-	
	Doug Sprouse, Mayor	
Denise Pearce, City Clerk/Treasurer		



ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS **FROM** NEIGHBORHOOD OFFICE DISTRICT (O-1) TO PLANNED COMMERCIAL DISTRICT (C-4)AND **DECLARING** EMERGENCY.

**WHEREAS**, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of October 1, 2019 for hearing the matter of a petition of Ralph M. and Estella E. Rodgers, Revocable Trust, requesting that the following described tract of real estate to be zoned from Neighborhood Office District (O-1) to Planned Commercial District (C-4).

Layman's Description: 1.69 acres on S. 48<sup>th</sup> Street/parcel 815-29106-110

**Legal Description:** Part of the North half of the Southwest quarter of the Northeast quarter of Section 9, Township 17 North, Range 30 West of the Fifth Principal Meridian in Washington County, Arkansas, being more particularly described as follows:

Commencing at the Southwest corner of said Southwest quarter of the Northeast quarter, a record corner; thence North 00° 11′ 56″ West, a distance of 660.48 feet; thence North 00° 42′ 06″ East, a distance of 187.72 feet to a point from which a set 1/2″ rebar pin with cap bears South 89° 55′ 26″ East, a distance of 27.20 feet for the POINT OF BEGINNING; thence North 00° 42′ 06″ East, a distance of 288.78 feet to a point from which a set 1/2″ rebar pin with cap bears South 89° 55′ 26″ East, a distance of 24.98 feet; thence South 89° 55′ 26″ East, a distance of 255.19 feet to a set 1/2″ rebar pin with cap; thence South 00° 42′ 06″ West, a distance of 288.78 feet to a set 1/2″ rebar pin with cap; thence North 89° 55′ 26″ West, a distance of 255.19 feet to the POINT OF BEGINNING. Containing 1.69 acres, more or less.

AND WHEREAS, after notice as required by law, the Springdale Planning

Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Neighborhood Office District (O-1) to Planned Commercial District (C-4) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

**SECTION 1**: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Neighborhood Office District (O-1) to Planned Commercial District (C-4).

**SECTION 2:** That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3:** <u>EMERGENCY CLAUSE:</u> It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS	DAY OF	, 2019
	Doug Sprouse, Mayor	
ATTEST:		
Denise Pearce, City Clerk		28
APPROVED AS TO FORM:		
Ernest Cate, City Attorney		



FILE NO. R19-29
APPLICANT: Raiph M. & Estella E.
Rodgers Revocable Trust
REQUEST: Rezone - O-1 to C-4

120

180

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For Location Reference Only

PLANNING COMMISSION MEETING October 1, 2019

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ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1)TO RESIDENTIAL ESTATES (RE) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of October 1, 2019 for hearing the matter of a petition of Anne Allene Hollingsworth Revocable Trust, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Residential Estates (RE).

Layman's Description: Approximately 14 acres at the intersection of Highway 112 and Har-Ber Avenue

Legal Description: A PART OF THE FRL. W1/2 FO THE SW1/4 OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 30 WEST. WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A 1/2" REBAR AT THE NORTHWEST CORNER OF SAID FRL. W1/2; THENCE S03° 09' 04" W 778.62 FEET TO THE CENTERLINE OF HAR-BER AVE FOR THE POINT OF BEGINNING; THEASSE EASTERLY ALONG SAID CENTERLINE N71° 34' 25"E 333.48 FEET; THNCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.04 FEET AND CHORD N82° 23' 32" E 187.71 FEET; S86° 47' 22" E 100.12' THENCE LEAVING SAID CENTERLINE S03° 09' 04" W 1314.35 FEET TO THE CENTERLINE OF AR. STATE HWY NO. 112; THENCE NORTHWESTERLY ALONG SAID CENTERINE THE FOLLOWING: N73° 42' 46"W 30.08 FEET, N75° 37' 34" W129.75 FEET, N71° 43' 32" W 58.84 FEET, N66° 57' 23" W 54.96 FEET, N59° 48' 25"W 55.07 FEET, N53° 07' 10" W 52.00 FEET, N°46 31' 22"w 57.23 FEET, N39° 41' 25"W 56.02 FEET, N32° 54' 37" w 59.55 FEET, n25° 30' 50" w 59.78 FEET, N18° 33' 17" W 101.60 FEET, AND N15° 24' 11" W 170.55 FEET TO THE WEST LINE OF SAID SECTON 31; THENCE LEAVING SAID CENTERLINE N03° 09' 04" E. 601.94 FEET TO THE POINT OF BEGINNING CONTAINING 15.30 ACRES, MORE OR LESS.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to Residential Estates (RE) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

**SECTION 1**: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to Residential Estates (RE)

**SECTION 2:** That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3:** <u>EMERGENCY CLAUSE:</u> It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS	DAY OF	, 2019
	Doug Sprouse, Mayor	
ATTEST:		
Denise Pearce, City Clerk		
Defined Fedice, Only Olerk		
APPROVED AS TO FORM:		
Ernest Cate, City Attorney	_	



PLANNING COMMISSION MEETING October 1, 2019

APPLICANT: AAH Revocable Trust REQUEST: Rezone - A-1 to RE

0 75 150 300 450 600
H H F Feet
For Location Reference Only

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ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME THE ZONING ORDINANCE OF THE CITY OF BEING SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING **CERTAIN LANDS** DENSITY SINGLE FAMILY LOW/MEDIUM RESIDENTIAL DISTRICT (SF-2) TO HIGH DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-3) AND **DECLARING** EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of October 1, 2019 for hearing the matter of a petition of John L. and Pamela K. Gay Family Trust, requesting that the following described tract of real estate to be zoned from Low/Medium Single Family Residential District (SF-2) to High Density Single Family Residential District (SF-3).

Layman's Description: 20.01 Acres ±, South of Julio road, West of Butterfield Coach, North of Tyson Heights Phase I S/D, Southwest of Sonoma S/D

Legal Description: A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE ALONG THE EAST LINE THEREOF S02° 31' 45" W 467.40 TO AN EXISTING REBAR, THENCE CONTINUING ALONG SAID EAST LINE S02° 00' 49" w 186.68' TO AN EXISTING REBAR ON THE NORTH INE OF TYSON HEIGHTS PHASE I, THENCE ALONG SAID NORTH LINE N87° 24' 40" w 1331.11' TO THE WEST LINE OF SAIF FORTY ACRE TRACT, THENCE ALONG SAID WEST LINE N02° 39' 53" E 657.81' TO AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID FORTY ACRE TRACT, THENCE ALONG THE NORTH LINE THEREOF S87° 15' 00" e 1327.88' TO THE POINT OF BEGINNING, CONTAINING 20.01 ACRES, MORE OR LESS. SUBJECT

TO THAT PORTION IN JULIO ROAD RIGHT-0F-WAY ON THE NORTH SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Low/Medium Density Single Family Residential District (SF-2) to High Density Single Family Residential District (SF-3) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

## NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

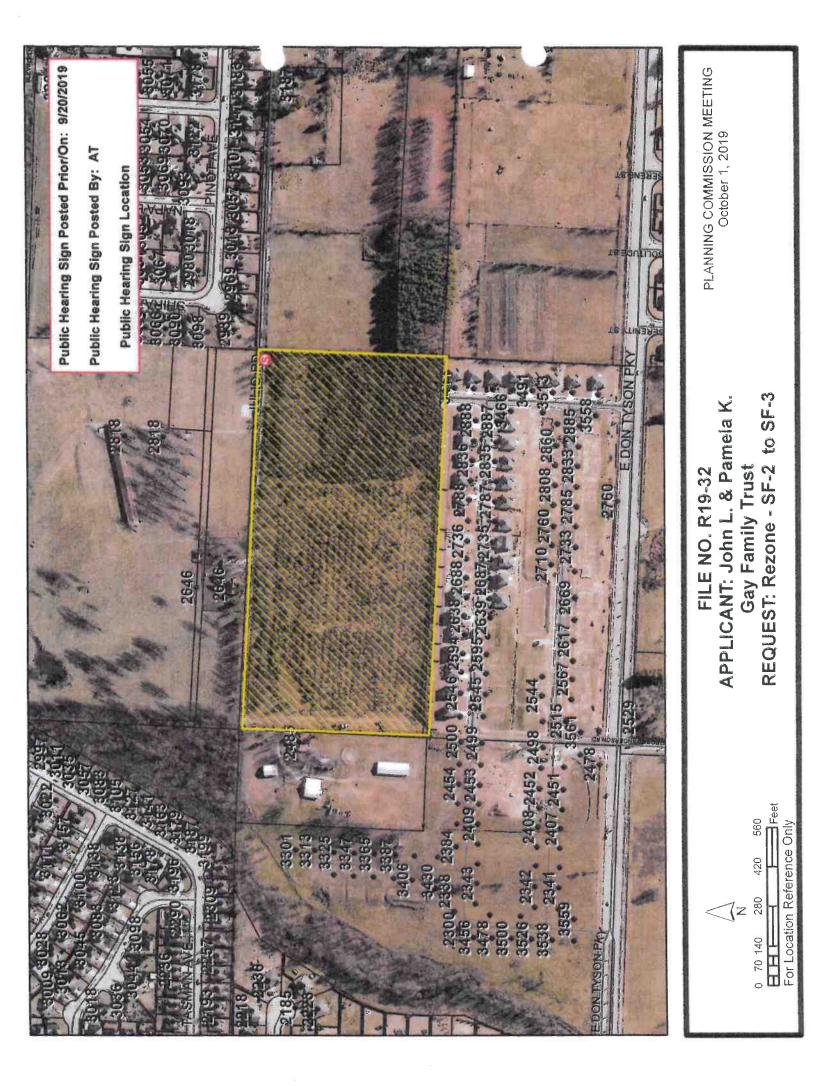
**SECTION 1**: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Low/Medium Density Single Family Residential District (SF-2) to High Density Single Family Residential District (SF-3).

**SECTION 2:** That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3:** <u>EMERGENCY CLAUSE:</u> It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS	DAY OF	, 2019
	Doug Sprouse, Mayor	
ATTEST:		
Denise Pearce, City Clerk		
APPROVED AS TO FORM:		
Ernest Cate, City Attorney		



ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM THOROUGHFARE COMMERCIAL DISTRICT (C-5) TO HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-24) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of October 1, 2019 for hearing the matter of a petition of Butterfield Development Group, LLC, requesting that the following described tract of real estate to be zoned from Thoroughfare Commercial District (C-5) to High Density Multi-family Residential District (MF-24)

Layman's Description: Butterfield Coach Road

**Legal Description:** Outparcel five (5) and Outparcel six (6), Final Plat Butterfield Coach retail Park, to the city of Springdale, on file with the circuit clerk and ex-officio recorder in plat book 23A at page 355, Washington County, Arkansas.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Thoroughfare Commercial District (C-5) to High Density Multi-family Residential District (MF-24) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

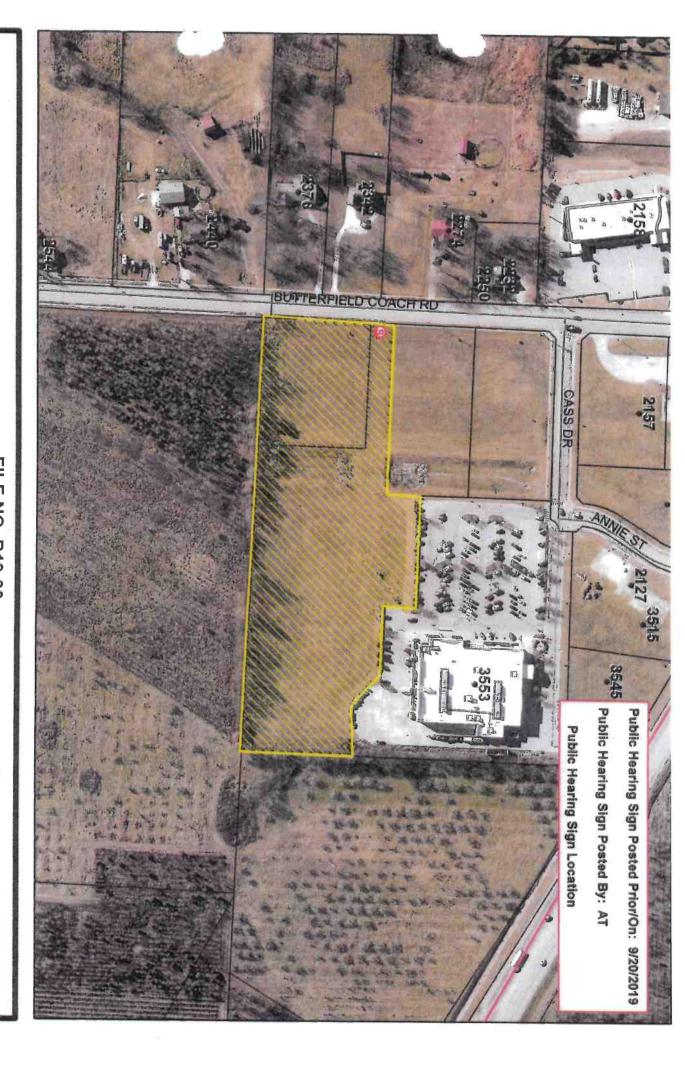
**SECTION 1**: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Thoroughfare Commercial District (C-5) to High Density Multi-family Residential District (MF-24).

**SECTION 2:** That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3:** <u>EMERGENCY CLAUSE:</u> It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS	DAY OF	, 2019
	Doug Sprouse, Mayor	
ATTEST:		
Denise Pearce, City Clerk		
APPROVED AS TO FORM:		
Ernest Cate, City Attorney		



FILE NO. R19-33
APPLICANT: Butterfield Development Group LLC
REQUEST: Rezone - C-5
to MF-24

For Location Reference Only

68 **z**∑

240

PLANNING COMMISSION MEETING October 1, 2019

	RES	OLU	TION	NO.	
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# A RESOLUTION APPROVING A CONDITIONAL USE AT 3084 GREENWICH STREET AS SET FORTH IN ORDINANCE NO. 4030

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on October 1, 2019 on a request by Manuela Martinez for a conditional use for a Use Unit 28 (Home Occupation) in a Low/Medium Density Single Family Residential District (SF-2) at 3084 Greenwich Street; and

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yes and zero (0) no recommends that a conditional use be granted to Manuela Martinez for a Use Unit 28 (Home Occupation) in a Low/Medium Density Single Family Residential District (SF-2) at 3084 Greenwich Street with the following conditions —

- 1. No alteration of the outside appearance of the residential structure or provision of a separate outside entrance for the business areas of the residential structure
- 2. No outside storage of materials required for the operation of the business
- 3. Operated only by the resident members of the household and shall not have any employees, concessionaires or any other form of operator or helper whether such business is conducted on the premises or off the premises.
- 4. Requires the use of an area no greater than thirty (30) percent of the total heated living space of the residential structure.
- 5. Generates no traffic, parking, and sewage or water use in excess of what is normal in the residential neighborhood.
- 6. Will not produce any fumes, odors, noise or any other offensive effects that are not normal to residential activity.
- 7. Will not involve accessory buildings.
- 8. Stock in trade shall not exceed ten (10) percent of the floor area of the accessory use.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Manuela Martinez for a Use Unit 28 (Home Occupation) in a Low/Medium Density Single Family Residential District (SF-2) at 3084 Greenwich Street with the following conditions –

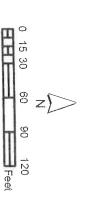
- 1. No alteration of the outside appearance of the residential structure or provision of a separate outside entrance for the business areas of the residential structure
- 2. No outside storage of materials required for the operation of the business
- 3. Operated only by the resident members of the household and shall not have any employees, concessionaires or any other form of operator or helper whether such business is conducted on the premises or off the premises.

- 4. Requires the use of an area no greater than thirty (30) percent of the total heated living space of the residential structure.
- 5. Generates no traffic, parking, and sewage or water use in excess of what is normal in the residential neighborhood.
- 6. Will not produce any fumes, odors, noise or any other offensive effects that are not normal to residential activity.
- 7. Will not involve accessory buildings.

8.	Stock in trade shall not exceed ten (10) percent of the floor area of the
	accessory use.

PASSED AND APPROVED THIS	DAY OF	, 2019.
ATTEST:	Doug Sprouse, Ma	ayor
Denise Pearce, City Clerk		
APPROVED AS TO FORM:		
Ernest Cate, City Attorney		





FILE NO. C19-17

APPLICANT: Manuela MArtinez

REQUEST: Conditional Use - Use Unit 28 in SF-2

PLANNING COMMISSION MEETING October 1, 2019

RES	OLU	TION	NO.	

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO MARCYE KINNARD IN CONNECTION WITH 8159 E. BROWN ROAD, A SINGLE FAMILY DWELLING

WHEREAS, Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

**WHEREAS**, the Planning Commission reviewed a request for waiver of street improvements to E. Brown Road including drainage improvements related thereto, sidewalks in connection with 8159 E. Brown a single family dwelling for Marcye Kinnard and the Planning Commission recommends approval of the waiver request.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby:

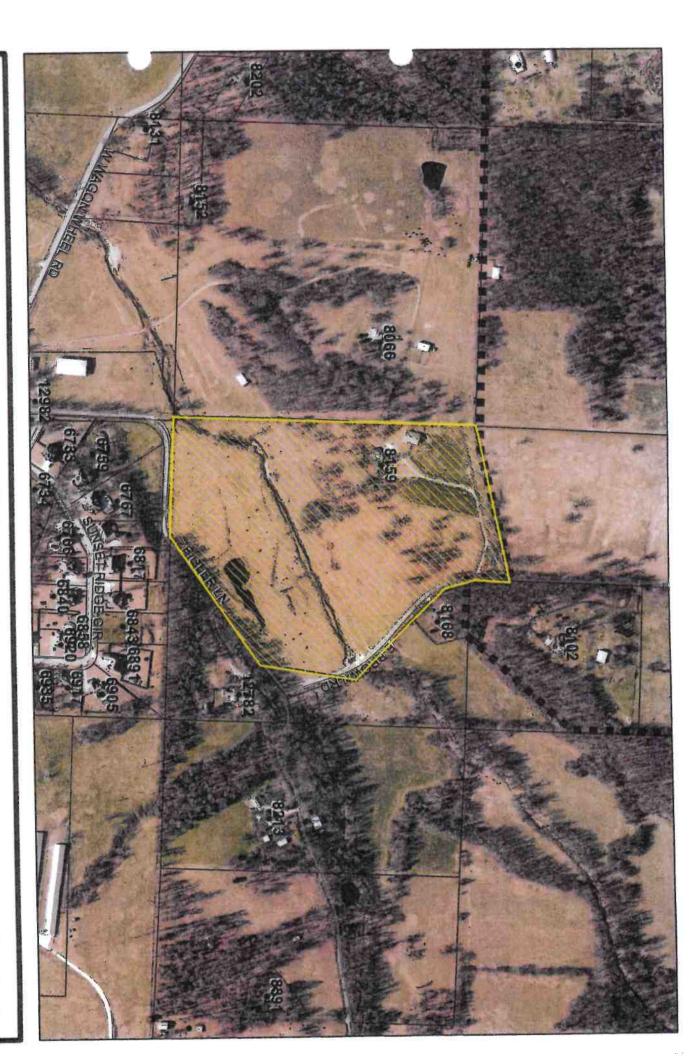
**Option 1: Grants** a waiver of street improvements to Marcye Kinnard including drainage improvements related thereto, sidewalks in connection with 8159 E. Brown Road, a single family dwelling.

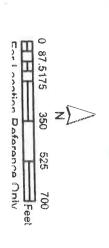
**Option 2: Denies** a waiver of street improvements to Marcye Kinnard including drainage improvements related thereto, sidewalks in connection with 8159 E. Brown Road a single family dwelling.

**Option 3: Approves** payment in lieu of improvements to Marcye Kinnard in connection with 8159 E. Brown Road a single family dwelling with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: I	Denies :	a waiver	and	allow	а	Bill	of A	ssu	rance	for a	perio	od no	t to
exceed	_ years f	or street	impro	oveme	ents	s to	Marc	ye I	Kinnar	d incl	udina	draina	ade
improvements	related	thereto,	side	walks	to	be	built	in	conne	ection	with	8159	E
Brown Road, a	single f	amily dwe	elling										

PASSED AND APPROVED THIS	DAY OF	, 2019.
ATTEST:	Doug Sprouse, Mayor	
Denise Pearce, City Clerk		
APPROVED AS TO FORM:		
Ernest Cate, City Attorney		





FILE NO. W19-06
APPLICANT: Marcye Kinnard
REQUEST: Waiver of Sidewalk
Requirement

PLANNING COMMISSION MEETING September 3, 2019

<b>RESOL</b>	LUTIO	NO.	
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A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO GRIFFIN 4-PLEX IN CONNECTION WITH N19-23 A NON LARGE SCALE DEVELOPMENT

WHEREAS, Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to Gutensohn including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with N19-23 a Non-Large Scale Development for Griffin 4-plex and the Planning Commission recommends approval of the waiver request.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby:

- **Option 1: Grants** a waiver of street improvements to Griffin 4-plex including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with N19-07 a Non-Large Scale Development.
- **Option 2: Denies** a waiver of street improvements to Griffin 4-plex including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with N19-07, a Non-Large Scale Development.
- **Option 3: Approves** payment in lieu of improvements to Griffin 4-plex in connection with N19-07 a Non-Large Scale Development with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

**Option 4: Denies** a waiver and allow a Bill of Assurance for a period not to exceed \_\_\_\_\_ years for street improvements to Griffin 4-Plex including drainage improvements related thereto, curbs, gutters, sidewalks and street lights to be built in connection with N19-07, a Non-Large Scale Development.

PASSED AND APPROVED THIS	DAY OF	, 2019.
	Doug Sprouse, Mayor	
ATTEST:		
Davisa Davisa Cit. Olad		
Denise Pearce, City Clerk		
APPROVED AS TO FORM:		
Ernest Cate, City Attorney		



FILE NO. W19-07
APPLICANT: Engineering Sercices Inc.
REQUEST: Waiver of Street and Sidewalk Improvements HHH Fee Fee For Location Reference Only

150

0 25 50

Z 00

RESOLU	JTION	NO.	
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# A RESOLUTION APPROVING A CONDITIONAL USE AT 3362 NORTH 48<sup>TH</sup> STREET AS SET FORTH IN ORDINANCE NO. 4030

**WHEREAS**, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on October 1, 2019 on a request by Joshua & Bobbi Lawson for a conditional use for a Tandem Lot Split in an Agricultural District (A-1) at 3362 North 48<sup>th</sup> Street; and

**WHEREAS**, following the public hearing the Planning Commission by a vote of eight (8) yes and zero (0) no recommends that a conditional use be granted to Joshua and Bobbi Lawson for a Tandem Lot Split in an Agricultural District (A-1) at 3362 North 48<sup>th</sup> Street with the following conditions — No conditions set.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Joshua and Bobbi Lawson for a Tandem Lot Split in an Agricultural District (A-1) at 3362 North 48<sup>th</sup> Street with the following conditions – No conditions set.

PASSED AND APPROVED THIS	, DAY OF, 2019.	
ATTEST:	Doug Sprouse, Mayor	
Denise Pearce, City Clerk		
APPROVED AS TO FORM:		
Frnest Cate, City Attorney		



FILE NO, C19-18
APPLICANT: Joshua & Bobbi Lawson
REQUEST: Conditional Use - Tandem Lot Split 0 40 80 160 240 320

H H H H F Feet
For Location Reference Only

PLANNING COMMISSION MEETING October 1, 2019

RESOL	UTION	NO.	
			_

# A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION MANAGER CONTRACT FOR PARKS & RECREATION CENTER REMODEL PROJECT NO. CP 1904

WHEREAS, Arkansas Statute 19-11-801 provides for the employment of a construction manager for public improvement projects, and

WHEREAS, Commerce Construction Company (CCC) has been recommended by the Mayor to serve as construction manager for the remodel of the Parks & Recreation Center; and

WHEREAS, CCC has agreed to furnish preconstruction services at no charge (unless the project is cancelled then the city will owe \$10,000) and construction services for 6% of construction costs.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute a contract for construction manager services with Commerce Construction Company for services to be provided relating to the remodel of the Parks & Recreation Center.

PASSED AND APPROVED this 22<sup>nd</sup> day of October, 2019.

e, Mayor



# Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

**AGREEMENT** made as of the 11 day of October in the year 2019 (In words, indicate day, month and year.)

**BETWEEN** the Owner: (Name, legal status and address)

City of Springdale 201 Spring Street Springdale, AR 72764

and the Construction Manager: (Name, legal status and address)

Commerce Construction Co, Inc. 695 N 40<sup>th</sup> Street Springdale, AR 72762

for the following Project: (Name and address or location)

Springdale Recreation Center Remodel

The Architect: (Name, legal status and address)

Hight Jackson Associates 5201 W. Village Parkway, Suite 300 Rogers, AR 72758

The Owner's Designated Representative: (Name, address and other information)

Wyman Morgan Director of Administration & Finance 201 Spring Street Springdale, AR 72762

The Construction Manager's Designated Representative: (Name, address and other information)

Dennis Moore Project Manager 695 N 40th

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form, An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™—2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified. Springdale, AR 72762

The Architect's Designated Representative: (Name, address and other information)

TBD

The Owner and Construction Manager agree as follows.

#### TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

#### EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

#### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

#### § 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

#### § 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201<sup>TM</sup>\_2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

#### ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

#### § 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### § 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

#### § 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

#### § 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

#### § 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the

items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### § 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

#### § 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

#### § 2.2 Guaranteed Maximum Price Proposal and Contract Time

- § 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.
- § 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.
- § 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:
  - .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
  - A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
  - .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
  - .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
  - .5 A date by which the Owner must accept the Guaranteed Maximum Price.
- § 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.
- § 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.
- § 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

- § 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.
- § 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.
- § 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

#### § 2.3 Construction Phase

#### § 2.3.1 General

- § 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.
- § 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

#### § 2.3.2 Administration

- § 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.
- § 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.
- § 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.
- § 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.
- § 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

- § 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.
- § 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.
- § 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

#### § 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

#### § 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

#### ARTICLE 3 OWNER'S RESPONSIBILITIES

#### § 3.1 Information and Services Required of the Owner

- § 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.
- § 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.
- § 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

- § 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

#### § 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

#### § 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133<sup>TM</sup>\_2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

### ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES § 4.1 Compensation

- § 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:
- § 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2: (Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)
- § 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted and the construction manager will be paid the lump sum price of \$10,000.
- § 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

#### § 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. No charge will be required for preconstruction services unless project is canceled.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid twenty-five (25) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. (Insert rate of monthly or annual interest agreed upon.)

five % 5%

#### ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

#### § 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Percentage of Cost of Work

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

cost plus 6%

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

cost plus 10%

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rate paid at the place of the Project.

#### § 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item TBD Units and Limitations

Price per Unit (\$0.00)

#### § 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. (Insert specific provisions if the Construction Manager is to participate in any savings.)

Any cost savings will be split evenly between the owner and the construction manager

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

#### § 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General

Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

- § 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.
- § 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.
- § 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.
- § 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

#### ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

#### § 6.1 Costs to Be Reimbursed

- § 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.
- § 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

#### § 6.2 Labor Costs

- § 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.
- § 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.
- (If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)
- § 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- § 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.
- § 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

#### § 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

#### § 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

- § 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
- **§ 6.4.2** Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

## § 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

- § 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.
- § 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.
- § 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.
- § 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- § 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.
- § 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

## § 6.6 Miscellaneous Costs

- § 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.
- § 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.
- § 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
- § 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.
- § 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager

resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

- § 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.
- § 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.
- § 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.
- § 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

## § 6.7 Other Costs and Emergencies

- § 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.
- § 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.
- § 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.
- § 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

## § 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

## § 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make

payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

### § 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

## § 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES § 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 1st day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those

payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

- § 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- § 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- § 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;
  - Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
  - Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
  - .4 Subtract retainage of five percent (5%) from that portion of the Work that the Construction Manager self-performs;
  - .5 Subtract the aggregate of previous payments made by the Owner;
  - Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
  - .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.
- § 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.
- § 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.
- § 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

## ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond
To be determined by the city

Limit of Liability or Bond Amount (\$0.00)

## ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[)	( ]	Arbitration pursuant to Section 15.4 of AIA Document A201-2007
[	]	Litigation in a court of competent jurisdiction
[	]	Other: (Specify)

#### § 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

## ARTICLE 10 TERMINATION OR SUSPENSION

## § 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction

Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## § 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

## § 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

### ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

## § 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

### § 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

### § 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

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§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201<sup>TM</sup>\_2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202<sup>TM</sup>\_2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents: (List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)	CONSTRUCTION MANAGER (Signature)		
(Printed name and title)	Dennis W. Moore President (Printed name and title)		

## Additions and Deletions Report for

AIA<sup>®</sup> Document A133<sup>™</sup> – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:43:40 ET on 10/11/2019.

#### PAGE 1

AGREEMENT made as of the 11 day of October in the year 2019

City of Springdale 201 Spring Street Springdale, AR 72764

Commerce Construction Co, Inc. 695 N 40<sup>th</sup> Street
Springdale, AR 72762

Springdale Recreation Center Remodel

Hight Jackson Associates 5201 W. Village Parkway, Suite 300 Rogers, AR 72758

Wyman Morgan
Director of Administration & Finance
201 Spring Street
Springdale, AR 72762

Dennis Moore Project Manager 695 N 40th Springdale, AR 72762 PAGE 2

. . . . . .

TBD PAGE 8 § 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted and the construction manager will be paid the lump sum price of \$10,000.

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**§ 4.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. <u>No charge will be required for preconstruction services unless project is canceled.</u>

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid twenty-five (25) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

five % 5%

Percentage of Cost of Work

cost plus 6%

cost plus 10%

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100%) of the standard rate paid at the place of the Project.

TBD

Any cost savings will be split evenly between the owner and the construction manager PAGE 13

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the <u>1st</u> day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the <u>15th</u> day of the <u>same</u> month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than <u>fifteen (15)</u> days after the Architect receives the Application for Payment.

- Add the Construction Manager's Fee, less retainage of <u>five</u> percent (<u>5</u>%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of <u>five</u> percent (<u>5</u>%) from that portion of the Work that the Construction Manager self-performs;

PAGE 15

To be determined by the city

PAGE 16

PAGE 18 Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Dennis W. Moore President

## **Certification of Document's Authenticity** AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:43:40 ET on 10/11/2019 under Order No. 8516104898 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133 $^{\text{TM}}$  – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)			
(Title)			
(Dated)			

RESOLUTION NO.
----------------

# A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 418 SPRING STREET, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

**WHEREAS,** David B. Moran currently owns property located at 418 Spring Street, Springdale, Washington County, Arkansas, Parcel Number 815-22923-000, ("the Property"), and more particularly described as follows:

STARTING AT THE SOUTHEAST CORNER OF LOT NUMBERED ONE (1) IN BLOCK NUMBERED TWO (2) OF HOLCOMB'S ADDITION TO THE TOWN (NOW CITY) OF SPRINGDALE, AND RUNNING, NORTH ALONG THE WEST SIDE OF SPRING STREET ONE HUNDRED TWENTY FIVE (125) FEET FOR A BEGINNING CORNER, THENCE RUNNING WEST ONE HUNDRED SEVENTY ONE (171) FEET, THENCE NORTH FIFTY (50) FEET, THENCE EAST ONE HUNDRED SEVENTY ONE (171) FEET TO THE WEST LINE OF SPRING STREET; THENCE SOUTH FIFTY (50) FEET TO THE BEGINNING.

**WHEREAS,** the owner has agreed to sell the Property to the City of Springdale for the total sum of \$84,000.00, said amount being based on the owner's appraisal, and is only \$4,000.00 more than the appraisal conducted by the City on the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor is hereby authorized to execute all documents necessary for the acquisition of the Property in the amount of \$84,000.00, plus associated closing costs, to be paid from the proceeds of the sale of the City's properties on Spring Street through the Capital Improvement Program Fund.

PASSED AND APPROVED this	day of	, 2019.
	Doug Sprouse, Mayor	
ATTEST:		
Denise Pearce, City Clerk		
APPROVED AS TO FORM:		
Ernest B. Cate, City Attorney		

## CONTRACT OF SALE OF REAL ESTATE

This Contract of Sale of Real Estate is made and entered into by and between David B. Moran (herein referred to as "Seller"), and the City of Springdale, Arkansas, (herein referred to as "Buyer"). Witnesseth:

In exchange for valuable consideration and the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. <u>PROPERTY</u>: The Seller agrees to sell and the Buyer agrees to purchase the following described tract of property (herein the "Property"), more commonly known as 418 Spring Street, Springdale, Arkansas, Washington County Parcel No. 815-22923-000, more particularly described as follows:

STARTING AT THE SOUTHEAST CORNER OF LOT NUMBERED ONE (1) IN BLOCK NUMBERED TWO (2) OF HOLCOMB'S ADDITION TO THE TOWN (NOW CITY) OF SPRINGDALE, AND RUNNING, NORTH ALONG THE WEST SIDE OF SPRING STREET ONE HUNDRED TWENTY FIVE (125) FEET FOR A BEGINNING CORNER, THENCE RUNNING WEST ONE HUNDRED SEVENTY ONE (171) FEET, THENCE NORTH FIFTY (50) FEET, THENCE EAST ONE HUNDRED SEVENTY ONE (171) FEET TO THE WEST LINE OF SPRING STREET; THENCE SOUTH FIFTY (50) FEET TO THE BEGINNING.

- 2. <u>PURCHASE PRICE</u>: The Buyer agrees to pay for said Property, and the Seller agrees to accept therefore, the total purchase price of Eighty Four Thousand Dollars (\$84,000.00) (herein referred to as the "Purchase Price");
- 3. <u>PAYMENT AND TERMS</u>: The Purchase Price as set forth in the foregoing paragraph shall be paid by the Buyer to the Seller in cash at the closing of this transaction.
- 4. <u>TITLE AND OTHER DOCUMENTS</u>: Conveyance shall be made to Buyer by general warranty deed (herein referred to as the "Deed") except it shall be subject to recorded restrictions and easements, if any.
- 5. <u>TITLE INSURANCE</u>: The parties agree that a title insurance commitment on said lands shall be obtained in the amount of the purchase price, with the expense of said policy of title insurance to be paid by Buyer. In the event there are exceptions or requirements in the title commitment, the Seller shall have 30 calendar days from the date she receives written notice of the exceptions or requirements from the title company in which to cure said exceptions. At the expiration of the 30 calendar days, or earlier, at the sole option of the Seller, the Seller may give written notice to Buyer that she is unable or unwilling to do so. In that event, Buyer is deemed to

have accepted the title policy as set forth in the title commitment unless Buyer gives written notice, within 10 calendar days of receiving Seller's notice, of its intent, to declare this Contract null and void as a permissible termination of this Contract, and thereafter neither party shall be liable to the other.

- 6. **CONTINGENCIES**: This sale is contingent upon the approval of the Springdale City Council.
- <u>TAXES</u>: The parties agree that the real estate taxes on said Property shall be paid as 7. Real estate taxes for 2018 and prior years shall be paid by the Seller. Buyer is follows: responsible for any real estate or property taxes for any subsequent time period.
- ENVIRONMENTAL: Buyer shall have the right, within twenty (20) days of the date 8. of this Contract, to have said lands and improvements inspected for violations of environmental regulations and geotechnical analysis by a qualified inspector or inspectors, to determine whether the Property is suitable for the development being proposed. If violations of environmental regulations are found or if it is verified by the geotechnical analysis that the existing conditions are unsatisfactory for the development being proposed, then Buyer may declare this Contract null and void.
- 9. WAIVER OF OBJECTIONS AND WARRANTIES OF SELLER: Upon closing, Buyer is deemed to have purchased the Property "as is" and waives any objections to title requirements; violation of environmental regulations with regard to the Property; condition of the Property and improvements or any other matters relating to this Contract, including any express or implied warranties of any nature. While Seller makes no representations or warranties of any kind to Buyer, Seller specifically does not warrant that the Property is fit or any particular purpose intended by the Buyer.
- 10. CLOSING: On or before thirty (30) calendar days from the date of this Agreement (which is defined as being the date of the last signatory), subject to the matters set forth above, this transaction shall be closed as follows: a) The Buyer shall pay to the Seller the total purchase price for the Property; b) Deed to said Property shall be delivered to the Buyer.
- POSSESSION: The Seller agrees that Buyer shall have possession of the Property at closing.
  - REAL ESTATE COMMISSIONS: The parties represent to each other that no real 12.

estate agent has been involved in this transaction and no real estate commission is due and owing to any person or entity.

13. <u>NOTICES</u>: For purposes of notices in writing to be given by one party to this Contract to the other, such notices shall be by personal service, Federal Express, or U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following addresses:

Seller: David B. Moran 418 Spring Street Springdale, AR 72764

Buyer: Doug Sprouse, Mayor Springdale City Hall 201 Spring Street Springdale, AR 72764

- 14. <u>WAIVER</u>: Failure of either party hereto to exercise any options herein contained upon breach by the other, shall not constitute a waiver of that party's right to exercise such options upon future breach.
  - 15. <u>TIME OF ESSENCE</u>: It is agreed that time is the essence of this Contract.
- 16. <u>COMPLETE AGREEMENT</u>: It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this Contract unless expressly provided herein, and that this Contract constitutes the entire agreement between the parties, and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto.
- 17. <u>COUNTERPARTS</u>: This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 18. <u>NUMBER AND GENDER</u>: Whenever necessary in this agreement and where the context admits, the singular term and the related pronoun shall include the plural and the appropriate gender.
- 19. <u>BINDING EFFECT</u>: This agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. The parties signing this Contract on behalf of the Seller, and the parties signing this Contract on behalf of the Buyers, do represent that they have full right and authority to sign same on behalf of the parties

which they represent, and that same will be legal and binding on the parties for which they have signed as a representative of that party.

- 20. <u>PARAGRAPH HEADINGS</u>: The paragraph headings inserted into this Contract are intended as a matter of convenience and for reference only, and in no way shall define, limit or describe the scope and nature of the subject matter contained therein. Words of any gender in this Contract shall include the other gender, and words in the singular number shall include the plural when the context requires.
- 21. <u>BUYER AND SELLER'S OPPORTUNITY TO LEGAL COUNSEL</u>: **BUYER AND SELLER ACKNOWLEDGE THEY HAVE HAD AMPLE OPPORTUNITY TO HAVE THIS AGREEMENT EXAMINED, AND LEGAL ADVICE GIVEN, BY AN ATTORNEY SELECTED BY BUYER AND SELLER BEFORE THIS AGREEMENT WAS SIGNED BY BUYER AND SELLER.**

IN WITNESS WHEREOF, the	parties have hereunto set their hands and sea	ıls as duly
authorized and acting representatives of	their respective parties to this contract, this	day of
, 2019.		
	By:	
	David B. Moran, Seller	
The duly authorized and acting M and attested by its duly authorized and ac authorized to bind the Seller to this Con	Mayor of the City of Springdale, Arkansas, Dou eting City Clerk of the City of Springdale, both of tract.	g Sprouse, f whom are
	ATTEST:	
Doug Sprouse, Mayor	Denise Pearce, City Clerk	

## STATE OF ARKANSAS ) COUNTY OF WASHINGTON)

## <u>ACKNOWLEDGMENT</u>

BE IT REMEMBERED, that on this day, came before the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting David B. Moran, to me well known as the Seller in the foregoing Contract of Sale of Real Estate, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

the same for the consideration and purposes the	rein mentioned and set forth.
Witness my hand and seal as such Notar 2019.	y Public this day of,
My Commission Expires No	tary Public
STATE OF ARKANSAS ) COUNTY OF WASHINGTON)	
ACKNOW	LEDGMENT
within and for the County aforesaid, duly com Pearce, to me well known as the Mayor and City	y, came before the undersigned, a Notary Public, amissioned and acting Doug Sprouse and Denise Clerk for the City of Springdale, the Buyer in the d stated that they had executed the same for the nd set forth.
Witness my hand and seal as such Notar 2019.	y Public this day of,
My Commission Expires No	tary Public

### Rose Lawrence

From: Subject: Wyman Morgan FW: 418 spring st

From: david moran [mailto:dbm72764@gmail.com]

Sent: Thursday, October 10, 2019 7:43 AM

To: wmorgan@springdalear.gov

Subject: 418 spring st

### Wyman,

I have a few questions for you about the deal. My appraisal came in at 84K and would like to receive that, in your office when I picked up my offer you said some about 83K. It's not a huge difference but it would help me greatly in the upcoming move. I tried to attach the file to this email and couldn't figure out how to do it. Will get it printed and then to you. Also I'd like to do this by November 12th so I don't have to make that months payment.

I'm on a waiting list for a apartment in Fayetteville and they told me it won't be available until the end of November/ December. With the students still in town it's difficult to find anything that's open immediately, that's in my affordability. I'd like to stay until the apartment comes available and if it take a longer than January I can make different arrangements to have a place to live.

When I accept the offer how long till closing so I can pay the mortgage off and begin the process of packing and getting ready to move.

David

RESOL	UTION	NO.	

A RESOLUTION SETTING A PUBLIC HEARING DATE, PURSUANT TO ARK. CODE ANN. §14-235-223, ON A PROPOSED ORDINANCE ESTABLISHING AND SETTING RATES FOR SANITARY SEWER SERVICE IN THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, the City of Springdale, Arkansas, has found it necessary to consider an increase in sanitary sewer rates in order to maintain the operation and maintenance of wastewater facilities, and to provide the revenue required for future expansion and improvements to the city's wastewater facilities;

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is a proposed ordinance, entitled "An Ordinance Establishing and Setting Rates for Sanitary Sewer Service; Repealing Ordinance 4950, and Pertaining to Other Matters Relating Thereto" ("the Ordinance"), which is hereby introduced for consideration by the City Council for the City of Springdale, Arkansas;

**WHEREAS,** Ark. Code Ann. §14-235-223 provides that no sewer rates or charges shall be established until after a public hearing, at which all the users of the works and owners of property served or to be served by them and others interested shall have opportunity to be heard concerning the proposed sewer rates or changes; and

WHEREAS, Ark. Code Ann. §14-235-223 provides that after the introduction of the Ordinance, and before the enactment of the Ordinance, that notice of the public hearing, setting forth the proposed schedule of the rates or charges, shall be given by one (1) publication in a newspaper published in or having general circulation in the municipality at least ten (10) days before the date fixed for the public hearing.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that November 12, 2019, at 6:00 p.m. be set as the date and time for the City Council to hold a public hearing on the Ordinance; that the City Clerk shall give notice of the date and time of the public hearing as required by Ark. Code Ann. §14-235-223; and such notice shall also contain the proposed schedule of the rates or charges contained in the Ordinance.

**PASSED AND APPROVED** this 22<sup>nd</sup> day of October, 2019.

	Doug Sprouse, Mayor
ATTEST:	
Denise Pearce, CITY CLERK	
APPROVED AS TO FORM:	
Ernest B. Cate, CITY ATTORNEY	

ORDINANCE	NO.
OLDHAUGEL	V.

AN ORDINANCE ESTABLISHING AND SETTING RATES FOR SANITARY SEWER SERVICE; REPEALING ORDINANCE 4950, AND PERTAINING TO OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Springdale has found it necessary to increase sanitary sewer rates in order to maintain the operation and maintenance of wastewater facilities and to provide the revenue required for future expansion and improvements to the city's wastewater facilities;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 4950 of the City of Springdale, Arkansas is hereby specifically repealed as of the effective date of the schedule herein established and that all other ordinances and parts of ordinances establishing schedules of rates for sanitary sewer supplied or to be supplied by Springdale Water Utilities are also repealed.

SECTION 2: That all customers whose premises are connected to and use the sanitary sewer system of the City of Springdale, or whose premises are in any way served by the Springdale sanitary sewer system are hereby classified as Domestic or Industrial Users. A Domestic User is defined as a user whose wastewater from residential property flows into and is treated by the Springdale sanitary sewer system. An Industrial User is defined as a user whose liquid waste from commercial, industrial, manufacturing, processing, trade or business, except domestic waste, that flows into and is treated by the Springdale sanitary sewer system.

SECTION 3: That the following schedule of rates are hereby established for sanitary sewer service furnished by the City of Springdale Water and Sewer Commission. The charges for all sewer collection and treatment shall be determined each month in accordance with Schedule (A) below. In addition, Industrial Users are subject to monthly surcharges for excessive Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) as established in Schedule (B) below.

#### SCHEDULE A:

The following charges shall be based on water metered, or approved direct sewer meters, for each Domestic and Industrial User, except as otherwise specifically provided below in Section 5 paragraph (b). The following monthly rates are hereby fixed as rates to be charged for sewer service and shall become effective for sewer services billed on or after January 1, 2020.

Inside City: Minimum 1,500 Gallons Next 23,500 Gallons Next 225,000 Gallons Next 350,000 Gallons Next 400,000 Gallons All Over 1,000,000 Gallons	1/01/20	10/01/20	10/01/21	10/01/22	10/01/23
	\$10.00	\$10.30	\$10.60	\$10.90	\$11.20
	\$ 3.37	\$ 3.57	\$ 3.77	\$ 3.97	\$ 4.17
	\$ 3.33	\$ 3.53	\$ 3.73	\$ 3.93	\$ 4.13
	\$ 3.24	\$ 3.44	\$ 3.64	\$ 3.84	\$ 4.04
	\$ 3.11	\$ 3.31	\$ 3.51	\$ 3.71	\$ 3.91
	\$ 2.96	\$ 3.16	\$ 3.36	\$ 3.56	\$ 3.76
Outside City:  Minimum 1,500 Gallons Next 23,500 Gallons Next 225,000 Gallons Next 350,000 Gallons Next 400,000 Gallons All Over 1,000,000 Gallons	1/01/20	10/01/20	10/01/21	10/01/22	10/01/23
	\$11.25	\$11.55	\$11.85	\$12.15	\$12.45
	\$ 3.68	\$ 3.88	\$ 4.08	\$ 4.28	\$ 4.48
	\$ 3.60	\$ 3.80	\$ 4.00	\$ 4.20	\$ 4.40
	\$ 3.47	\$ 3.67	\$ 3.87	\$ 4.07	\$ 4.27
	\$ 3.44	\$ 3.64	\$ 3.84	\$ 4.04	\$ 4.24
	\$ 3.06	\$ 3.26	\$ 3.46	\$ 3.66	\$ 3.86

### SCHEDULE B:

All Industrial Users are subject to an additional monthly sewer service charge (surcharge) to defray the long or short term costs associated with the treatment of high strength wastewater.

Monthly average discharges of Biochemical Oxygen Demand (BOD) of 289 mg/L and Total Suspended Solids (TSS) of 300 mg/L shall not be exceeded without incurring a surcharge.

(a) A surcharge shall be added to the monthly sewer bill of any Industrial User whose wastewater discharge exceeds the allowable base established herein. Such surcharge shall be calculated using the following formula:

FORMULA FOR CALCULATING SURCHARGES: S = Vww x 8.34 [Y (TSS - 300) + Z (BOD - 289)]

Where:

S	=	Surcharge in Dollars (monthly)
Vww <sup>=</sup>	=	Volume wastewater in million gallons (monthly)
8.34	=	Pounds per gallon of water
Υ	=	Unit charge of TSS in dollars per pound
TSS	=	Total Suspended Solids strength index in milligrams per liter by weight (300 mg/L or more)
300	=	Maximum TSS strength in milligrams per liter by weight
Z	=	Unit charge for BOD in dollars per pound
BOD	***	Five day Biochemical Oxygen Demand strength index in milligrams per liter by weight (289 mg/L or more)
289	=	Maximum BOD strength in milligrams per liter

Current charges for Y = \$0.547Current charges for Z = \$0.330

- (b) The Springdale Water and Sewer Commission is authorized to suspend part or all of the surcharge based upon preapproved authorization to make scheduled repairs or installation of equipment.
- (c) The current unit charge for Total Suspended Solids (Y) and the current unit charge for Biochemical Oxygen Demand (Z), as listed above, shall remain effective for sewer service billed. The Springdale Water and Sewer Commission shall review annually on a fiscal year basis the actual cost of treating high strength waste and shall increase or decrease the unit charge for Y and Z of the Formula for Calculating Surcharges in accordance with the finding of such review.

SECTION 4: That no free facilities or sewer services shall be furnished. In the event that the city or any department, agency or instrumentality thereof shall avail itself of the facilities or services afforded by the sanitary sewer service of the City of Springdale, the reasonable value of the service or facilities so afforded shall be charged against the city or such department, agency or instrumentality and shall be paid for as the charges therefore accrue at industrial rates.

SECTION 5: That the above schedule of rates be, and they are hereby fixed as rates to be charged for services to be rendered and benefits to be received from the wastewater collection and treatment facilities, to-wit:

- (a) All bills for sewage collection and treatment shall be rendered to the user monthly, such statements to be rendered and collected by the City of Springdale, and shall cover the same period and collection procedures as corresponding water bills. All bills shall be rendered in the net amount due and the charge shall be determined by each thousand gallons of water, or portion thereof, furnished to each user.
- (b) The gallonage of sewage collected and treated shall be based on water metered to each Domestic and Industrial User, exclusive of seasonal water and other water uses metered separately which do not directly or indirectly discharge flows into the sanitary sewer system. Direct sewer meters may also provide monthly treatment if approved in advance by Springdale Water Utilities.
- (c) All users shall be connected to the Springdale water system and the discharge of all liquid waste to the sanitary system shall be derived from metered water supplied by the City of Springdale. The discharge of seasonal water, storm water, surface water, groundwater, roof runoff, or water from other sources which are not metered for sewer charges are prohibited.

SECTION 6: Any user who feels that their user charge is unjust and inequitable may make written application to the business office of Springdale Water Utilities (the assumed name under which the Springdale Water and Sewer Commission does business) requesting a review of the user's charge. Said written request shall, where necessary, show the actual or estimated average flow and/or strength of the user's wastewater in comparison with the values upon which the charge is based, including how the measurements or estimates were made. Review of the request shall be made by the Office Manager or a designated representative of Springdale Water Utilities. If the user's request for an adjustment of the billing charges is substantiated, the sewer charges for that user may be adjusted in conformance with the adjustment policy of the Springdale Water and Sewer Commission. Billing adjustments shall be based on the revised flow and/or strength data.

SECTION 7: That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason declared unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining sections of this ordinance. This ordinance shall take precedence over any terms

or conditions or agreements or contracts which are inconsistent with the requirements of Section 204 (b) (1) (A) of the Clean Water Act, as amended or 40 CFR Part 35, Subpart I, Section 35.2140 promulgated by the United States Environmental Protection Agency on February 17, 1984.

SECTION 8: That the Springdale City Council, after investigation, finds that the above rates are reasonable and necessary rates to be charged for sewer service by the City of Springdale, Arkansas. The Council further specifically finds that said rates are sufficient to provide for the operation and maintenance of the Springdale sewer system and are necessary for the payment of principal and interest on bonds to be issued to finance sewer works construction and to expand such system as may from time to time be required, and to provide depreciation funds for replacement of the sewer system.

PASSED AND APPROVED THISD	AY OF, 2019.
	APPROVED:
	DOUG SPROUSE, MAYOR
ATTEST:	
DENISE PEARCE, CITY CLERK	
APPROVED AS TO FORM:	
ERNEST CATE, CITY ATTORNEY	

## RESOLUTION NO. \_9-19

A RESOLUTION RECOMMENDING THE EXECUTION OF AN ORDINANCE REPEALING ORDINANCE NO. 4951; ESTABLISHING WATER RATES TO BE CHARGED BY THE CITY OF SPRINGDALE; AND FOR OTHER PURPOSES.

WHEREAS, the Springdale Water and Sewer Commission has recently completed and adopted a Water Master Plan detailing necessary infrastructure costs to the municipal water system, and

WHEREAS, current levels of income shall be insufficient to accomplish necessary water infrastructure improvements without additional methods of financing, and

WHEREAS, the Springdale Water and Sewer Commission has found that it is necessary to increase water rates because of progressive cost advances in water purchases, general operating expenses, and capital improvements; and

WHEREAS, the Springdale Water and Sewer Commission does hereby recommend that the minimum bill be increased and a general water rate increase of \$0.20 per thousand gallons per year for the next five (5) years be added to the existing water rate structure as reflected in Ordinance No. 4951;

NOW THEREFORE BE IT RESOLVED that the Water and Sewer Commission of the City of Springdale, Arkansas does hereby recommend to the City Council of the City of Springdale, Arkansas, the execution of an ordinance repealing Ordinance No. 4951; establishing water rates to be charged by the City of Springdale, and for other purposes. A copy of said proposed water rate ordinance is attached hereto and incorporated herein by this reference.

PASSED AND APPROVED this 25 day of SEPTEMBER , 2019.

Chris G. Weiser, Chair

Paul E. Lawrence, Secretary

ttest:

## RESOLUTION NO. 10-19

A RESOLUTION RECOMMENDING THE EXECUTION OF AN ORDINANCE REPEALING ORDINANCE NO. 4950; ESTABLISHING RATES FOR SANITARY SEWER SERVICE TO BE CHARGED BY THE CITY OF SPRINGDALE; AND PERTAINING TO OTHER MATTERS RELATING THERETO.

WHEREAS, the Springdale Water and Sewer Commission has recently completed and adopted a Sewer Master Plan detailing necessary infrastructure costs to the municipal sewer collection and treatment system, and

WHEREAS, current levels of income shall be insufficient to accomplish necessary sewer collection and treatment improvements without additional methods of financing,

WHEREAS, the Springdale Water and Sewer Commission has found that it is necessary to increase sewer service rates because of progressive cost advances in collection and treatment costs, general operating expenses, and capital improvements;

WHEREAS, the Springdale Water and Sewer Commission does hereby recommend that the minimum bill be increased and a general sewer service rate increase of \$0.20 per thousand gallons per year for the next five (5) years be added to the existing sewer service rate structure as reflected in Ordinance No. 4950;

NOW THEREFORE BE IT RESOLVED that the Water and Sewer Commission of the City of Springdale, Arkansas does hereby recommend to the City Council of the City of Springdale, Arkansas, the execution of an ordinance repealing Ordinance No. 4950; establishing sewer service rates to be charged by the City of Springdale, and for other purposes. A copy of said proposed sewer service rate ordinance is attached hereto and incorporated herein by this reference.

PASSED AND APPROVED this 25 day of SEPTEMBER , 2019

Attest:

Paul E. Lawrence, Secreta

Chris G. Weiser, Chair

.61

RESOLU	ITION N	NO
THUUL		

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN ERIC R. CULLINS AND NANCY V. CULLINS, TRUSTEES OF THE NANCY V. BAUR LIVING TRUST ARE DEFENDANTS.

WHEREAS, the City of Springdale has filed a lawsuit against Eric R. Cullins and Nancy V. Cullins, Trustees of the Nancy V. Baur Living Trust, to condemn easements across four (4) tracts of land located at 303, 305, 309 East Maple Avenue, and 400 Robert Circle for the Maple Avenue Extension (Project 18BPS2);

WHEREAS, the City of Springdale deposited the sum of \$4,400.00 into the Registry of the Court as estimated just compensation for the easements across the subject properties;

WHEREAS, the property owners have provided an appraisal for the properties, and other supporting documentation, to support an offer to settle the condemnation lawsuit for the total sum of \$10,000.00;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$5,600.00 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Nancy V. Baur Living Trust condemnation lawsuit for the total sum of \$10,000.00, with the amount of \$5,600.00 to be paid from the 2018 Street Bond Program (Maple Avenue Extension, Project 18PBS2).

PASSED AND APPROVED th	nis day of	, 2019.
ATTEST:	Doug Sprouse, Mayor	
Denise Pearce, CITY CLERK		
APPROVED AS TO FORM:		
Ernest B. Cate, CITY ATTORNEY		

## WATKINS, BOYER, GRAY & CURRY, PLLC

WILLIAM P. WATKINS, III, P.A. RONALD L. BOYER, P.A. JENNIFER E. GRAY, P.A.\* ANDREW T. CURRY, P.A. WILLIAM A. KELLSTROM JOHN E. JENNINGS (OF COUNSEL) ALSO LICENSED IN MISSOURI



DELYNN HALE, SECRETARY AMY BENSON, PARALEGAL WHITNEY DUCKER, OFFICE MANAGER

October 3, 2019

Mr. Ernest Cate Springdale City Attorney ecate@springdalear.gov

Re:

City v. Baur Living Trust, et al Washington County No. 72CV-19-2092 Maple Avenue Extension

SETTLEMENT NEGOTIATIONS

Dear Ernest:

Last week you and I discussed the possibility of settling this case with payment of total compensation to the Baur Living Trust (subject to the interests of Iberia Bank) in the amount of \$10,000.00. You asked for some evidence to support settlement in that amount and I am providing that here

With this letter you will find (a) an appraisal from 2015, and (b) an offer received by my client in August of this year for the purchase of the subject properties (in a package with others in the same area). In analyzing these documents I have tried to arrive at a value for the raw land without the improvements on a per square foot basis.

Using the 2015 appraisal you get a value per lot of \$92,307.69. Using the offer received (and declined) back in August you get just shy of \$143,000.00 per lot. I think it is perfectly reasonable to assume that an offer that is 4 years more recent than an appraisal is a fair representation of fair market value.

The County assessor values the improvements on each lot at roughly \$29,000. For the sake of argument, being conservative, and accepting that the Assessor usually, I my experience, comes in low on valuations, let's assume that the improvements are really worth \$48,000 (just to pick a reasonable number). That leaves the value of the raw land at \$95,000 dollars per lot based on the offer received. Now, to calculate the value per square foot.

Using the data from the 2015 appraisal (which was for 13 lots) we get:  $$95,000.00 \times 13 = $1,235,000 \text{ for all } 13 \text{ lots}$  $1,235,000 \div 134,043$  sq. ft of land (for all 13 lots taken from the 2015 appraisal) = 9.213/sq. ft. Mr. Ernest Cate October 3, 2019 page 2

In this condemnation case the City is taking a permanent easement encompassing 1,117.29 sq. feet of my client's property. Using the above price per square foot we arrive at a value of \$10,293.59 just for the permanent easement and giving no value to the temporary construction easement.

Given the above analysis, which I have made as conservative as is reasonable, I think that my client's offer to settle for a total of \$10,000.00 is *very* fair to the City. If we were to try this matter I would first start by using the Assessor's value of the improvements which, as you have seen, is much lower than the figure I have plugged into my formula. This change alone would result in a much higher price per square foot.

I hope that we can resolve this in this manner. You have generously given me until October 11 to file an anser in this case. If you don't think you can obtain a determination of whether or not we can resolve this case in this matter before then I would ask that you grant me an additional extension of time. If you have any questions, please do not hesitate to contact me. Thanks.

Sincerely,

WATKINS, BOYER, GRAY & CURRY PILLC

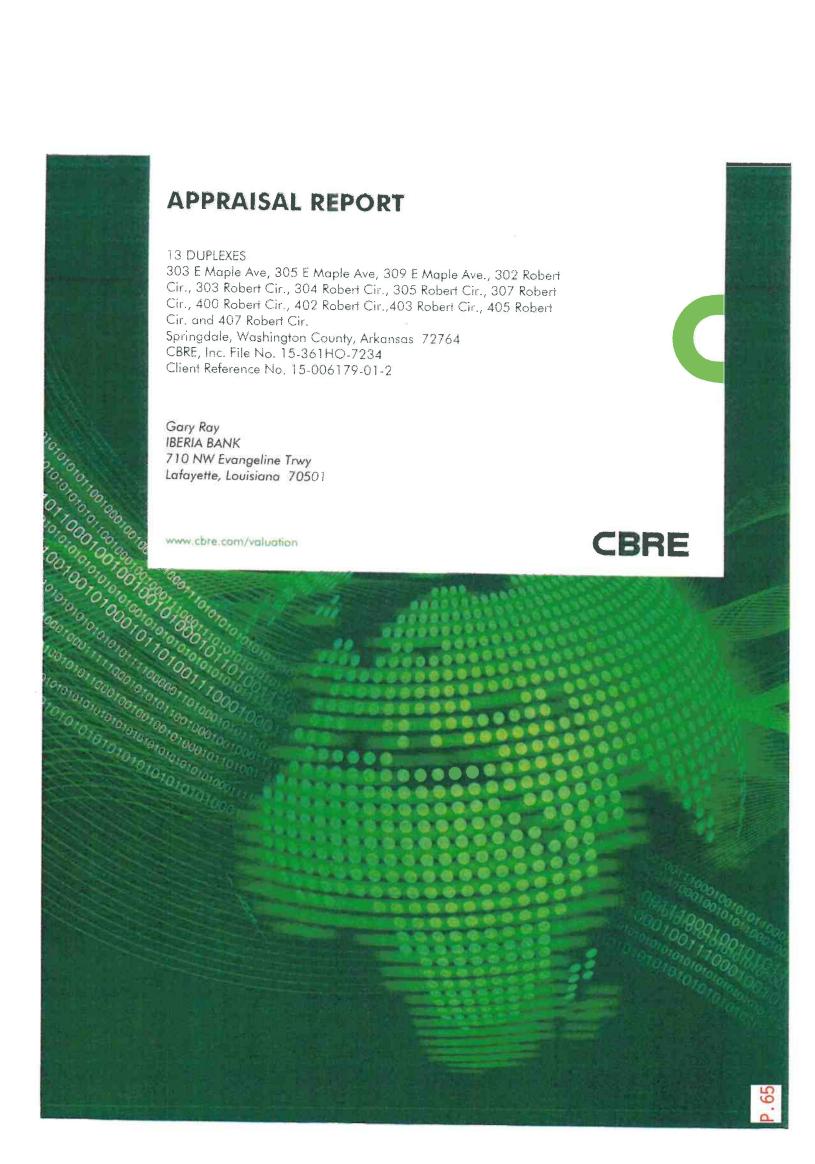
South how

BW:

Enclosures

pc:

client via email



## **VALUATION & ADVISORY SERVICES**



438 E. Millsop, Suite 204 Fayetieville, AR 72703

T 479-442-7401 F 479-442-7806

www.cbre.com

December 21, 2015

Gary Ray IBERIA BANK 710 NW Evangeline Trwy Lafayette, Louisiana 70501

RF-

Appraisal of 13 Duplexes

303 E Maple Ave, 305 E Maple Ave, 309 E Maple Ave., 302 Robert Cir., 303 Robert Cir., 304 Robert Cir., 305 Robert Cir., 307 Robert Cir., 400 Robert Cir., 402 Robert Cir., 403 Robert Cir., 405 Robert Cir. and 407 Robert Cir. Springdale, Washington County, Arkansas 72764 CBRE, Inc. File No. 15-361HO-7234

Client Reference No. 15-006179-01-2

Dear Mr. Ray:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following appraisal report.

The subject is a 26-unit multi-family property located at 303 E Maple Ave, 305 E Maple Ave, 309 E Maple Ave., 302 Robert Cir., 303 Robert Cir., 304 Robert Cir., 305 Robert Cir., 307 Robert Cir., 400 Robert Cir., 402 Robert Cir., 403 Robert Cir., 405 Robert Cir. and 407 Robert Cir., in Springdale, Arkansas. The property consists of 13 1-story duplexes. The improvements were constructed between 1986 and 1989 and are situated on non-contiguous lots totaling approximately 3.08-acres. Currently, the property is 100% occupied and is in fair to average overall condition. The subject is more fully described, legally and physically, within the enclosed

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION			
Interest Appraised	Date of Value	Value Conclusion	
Leased Fee Interest	December 14, 2015	\$1,200,000	
	Interest Appraised	Interest Approised Date of Value	

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

Gary Ray December 21, 2015 Page 2

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. It also conforms to Title XI Regulations and the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) updated in 1994 and further updated by the Interagency Appraisal and Evaluation Guidelines promulgated in 2010.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to non-client, non-intended users does not extend reliance to any other party and CBRE will not be responsible for unauthorized use of the report, its conclusions or contents used partially or in its entirety.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES

Jeff Ford, MAI Vice President

AR State Certified General Appraiser No. CG2798

GENERAL CG2798

FREY E

www.cbre.com/jeff.ford

Phone: +1 479 442 7401 x. 6 Fax: +1 479 442 7806

Email: jeff.ford@cbre.com

Phone: +1 479 442 7401 x. 3 Fax: +1 479 442 7806

CG0197

Email: steve.cosby@cbre.com

Stephen Cosby, MAI, MRICS

www.cbre.com/stephen.cosby

AR State Certified General Appraiser No.

Executive Vice President Managing Director

CBBE

INSURABLE VALUE				
Primary Building Type: Effective Age: Condition: Exterior Wall: Number of Units: Number of Stories:	Apartment 20 YRS Fair/Average Vinyl 26	Height per Story: Number of Buildings: Gross Building Area: Net Rentable Area: Average Unit Size: Average Floor Area:	8' 13 20,800 SF 20,800 SF 800 SF 20,800 SF	
MVS Sec/Page Quality/Bldg. Class Building Component Component Sq. Ft. Base Square Foot Cost		3	Sec-12/Page 31 Fair/D Duplexes 20,800 SF \$65.34	
Square Foot Refinements Heating and Cooling Subtotal			\$5.00 \$70.34	
Height and Size Refinements Number of Stories Multiplier Height per Story Multiplier Floor Area Multiplier Subtotal		×	1.040 1.000 1.000 \$73.15	
Cost Multipliers  Current Cost Multiplier  Local Multiplier  Final Square Foot Cost			1.00 0.94 <b>\$68.76</b>	
Base Component Cost			\$1,430,299	
Base Building Cost	(via Marshall Valuatio	on Service cost data)	\$1,430,299	
Insurable Exclusions	10.0% of Tota	Building Cost	(\$143,030)	
Indicated Insurable Value Rounded Value Per Unit			\$1,287,269 \$1,290,000 \$49,615	
Compiled by CBRE				

Sale No.	Occupancy	OER	EGIM
5	95%	28.13%	8.8
2	100%	30.09%	9.12
Subject	96%	30.13%	~~~
1	97%	33.46%	8.79
4	N/A	34.00%	8.31
3	89%	37.00%	6.62

Generally speaking, as occupancy levels and expense ratios increase, EGIMs tend to decrease. Based upon this relationship, and given the subject's stabilized occupancy and OER estimates, an EGIM towards the middle of the range is appropriate.

## SALES COMPARISON APPROACH CONCLUSION

The following table presents the estimated value for the subject as indicated by the sales comparison approach.

SALES COMPARISON APPROACH				
Total Units	x	Value Per Unit	==	Value
26	X	\$40,547	=	\$1,054,222
26	Χ	\$47,368	=	\$1,231,568
EGI	×	EGIM		Value
\$143,520	Х	8.3	=	\$1,191,216
\$143,520	Х	8.8	<del></del>	\$1,262,976
VALUE CONCLUSI				Mark Address of the Control of the C
Indicated Stabilize				\$1,100,000
Indicated As Is Vo	lue			\$1,100,000
Rounded				\$1,100,000
Value Per Unit				\$42,308
Compiled by CBRE				

## Reconciliation of Value

The value indications from the approaches to value are summarized as follows:

SUMMARY OF VALUE CONC	LUSIONS
Sales Comparison Approach	\$1,100,000
Income Capitalization Approach	\$1,200,000
Reconciled Value	\$1,200,000
Compiled by CBRE	

In valuing the subject, the income capitalization approach is considered most reliable and has been given primary emphasis as the subject is an income producing property. Secondary consideration was given to the sales comparison approach based on the quality of available data. The cost approach was omitted for reasons previously discussed.

Based on the foregoing, the market value of the subject has been concluded as follows:

	MARKET VALUE CON	CEUSION	
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As is	Leased Fee Interest	December 14, 2015	\$1,200,000

RESOL	UTION	NO.	

## A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR THE EXTENSION OF MAPLE AVENUE PROJECT NO. B18BPS2

WHEREAS, sealed bids were received for the extension of Maple Avenue to Park Street, and

**WHEREAS,** Sweetser Construction, Inc. was the low bidder for this project at \$1,893,202.35.

## NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

**Section 1**. The Mayor and City Clerk are hereby authorized to execute a contract with Sweetser Construction, Inc. for construction of an extension of Maple Avenue to Park Street for \$1,893,202.35.

**Section 2.** The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the original contract price.

**PASSED AND APPROVED** this 22<sup>nd</sup> day of October, 2019.

ATTEST:	Doug Sprouse, Mayor
Denise Pearce, City Clerk	
APPROVED AS TO FORM:	
Ernest B. Cate, City Attorney	



September 27, 2019

Mr. Brad Baldwin, PE Director of Engineering Department City of Springdale 201 Spring Street Springdale, AR 72764

Re: City Project No. 18BPS2 – Maple Avenue Extension

Recommendation of Award

Dear Mr. Baldwin:

Bids were received Tuesday, September 24, 2019 for the Maple Avenue Extension project. A total of six bids were received, with Sweetser Construction, Inc. the low bidder at \$1,893,202.35.

A copy of the certified bid tabulation showing the complete bids, is included for your reference, as is a copy of the Attendees Sign-In Sheet. The engineer's opinion of probable construction cost for the project, prior to receipt of bids, was \$1,665,806.00. Increases in the cost are related to the fencing requirements incorporated into the project in Addendum 2 and demolition of buildings.

We have reviewed the Statement of Bidders Qualifications submitted by Sweetser Construction, Inc. and based upon the information provided, we believe them to be qualified to successfully complete this project. Therefore, we recommend that the City award this contract to Sweetser Construction, Inc. in the bid amount of \$1,893,202.35.

The contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the Notice to Proceed. Completion of the project is to be within 300 days from the date of the issuance of the Notice to Proceed.

If you have any questions, please do not hesitate to contact us.

Sincerely,
BURNS & McDONNELL

Steven K. Beam, PE Transportation Business Manager

SRB:kl enclosures

cc: Mr. Wyman Morgan - Director of Administration & Finance

Mr. Ryan Carr, PE – City Senior Project Manager

Mr. Rick Pulvirenti, PE – SWU COO/Director of Engineering

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CERTIFIED BID TAB
MAPLE AVENUE EXTENSION
ACTIV PROJECT NO. JODISZUBACD PROJECT NO. 106672
BID DATE: 0924-19

GRAND TOTAL	VLOIMIS	323	827	620	1320	1319	Big	B17	BIG	1315	B14	1313	BI2	318	1310	89	30	87	86	135	0.1	83	82	121
TVIC	TOTAL SCHEDULE B	35	SP	SP	SI	45	SP	SP	SP	els.	SP	SP	SP	dS	SI?	4S	SP	SI	SJ.	SI*	SP	dS	SP	37
	JE U	Replace Existing Manhole over Clay Sewer	Sewer Manhale Height Decrease (I' or less)	Sewer Manhole Height Increase (2' or less)	Sewer Manhole Height Increase (over 2')	Remove Existing Fire Hydrant Assembly	Install Fire Hydrant Assembly	Granular Backfill	2" Meter Setting & Service Line	Dentilis Minier Sching & Service Line	Single Meter Setting & Service Line	Lumpetary Blow-off Assembly	Chlorine Tap	12" Steel Encasement Pipe & Appartenances	6" Gate Valve	16" x 6" Tec	6" 90-degree Fitting	6" 45-degree Fitting	6" 22.5-degree Fitting	6" 11.25-degree Fitting	Cit & Cap 6" Waterfine	6" x 6" Tapping Sleeve & Valve	6" Class 50 Distile fron Waterline	Transfer and Excavation Safety Systems
		-	_	~		-	2	152	1	7			2	20	2	1	6	J	2		4	-	719	-
s		EA S	S	EA S	EA S	I'A S	IEA S	S J'I	EA S	EA S	EA S	LA S	EA S	S I'I	E.A. S	EA S	EA S	EA S	EA S	EA S	EA S	EA S	3.1.	S
	S	5.300.00 S	900.00 5	1,200,00 \$	1.200.00 S	500,00 S	\$ 00.000,8	100.00 \$	4.000,00 S	3,000.00 S	1.700.00 S	1.000.00 S	\$ 00.00	110.00 S	1,500.00 \$	612.00 5	612.00 \$	612.00 \$	612.00 S	612.00 S	1,400.00 S	3.800,00 S	40,00 S	7,500.00 \$
1,665,806.00 \$	1.44,652.00	5,500.00	900.00	6,000,00	1,200,00	500.00	10,000.00	15,200,00	4,000,00	21,000.00	6,800,00	1,000.00	500.00	2,200,00	3,000.00	612.00 3	3,672.00	1,836.00	1.224.00	2,448.00 \$	5,600,00	15,200,00   1	28.760.00	7,500.00
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1,893,202.35 S	125,875,00	3,200,00 \$	S (8) (9) [2]	10,000,00	S (00 094 Z	S WINE	S (w) skyk tot	S OUTH 1	\$ 00,000.5	S DU PROTEIT	\$ 06 0007.8	2,500,00 S	\$ 06/08/1	2 (10) (0) S	3,460.00 \$	\$ 60 00,	5 00 058.0	2 100 50 3	S 60 00E	S 603487.0	S 00'000'2	S 001 00E 61	\$ 15.231.70 \$	S Bordus
	S	4,500,00 S	2,600.00 S	2,600.00 S	3,000,00 S	950.00 \$	S.	75,00 S	4,000,00 8	1.600.00 S	1.100.00   S	1,800.00 \$	1,200.00   5		1.800.00   S	523.76 S		\$ 00.00h	300.00 \$	351.00 \$	1.500.00 S	3,900.00 \$	60.00 5	3.000.00 S
1,965,083.60 \$	152,503.00	4,500.00 \$	2,600.00 \$	13,000.00 S	3.000.00 \$	950.00 \$	\$ 00,000,00	11,400,00 5	4,1300,60 \$	S 00,000;11	E   00,00 F.ii	1,300,00   5	1.300.00	3,000,00 8	3,500,00 \$	\$33,76 5	2,186,04 3	1,200,00 \$	\$ 00.00	1,104.00 18	6,000,00	15,600,001 \$	43,140,00	5,000,00 5
	S	9,500.00 \$	1.150.00 S	£20.00 S	2,100,00   \$	450,00 S	5.200.00 \$	18.50 S	4,500.00 \$	2,400,00 \$	1,800,00 5	2,000,00 S	S 00,001-	200,00 S	1.250.00   S	350,30 S	3 00,000	750,000		8	1.600.00 S	\$ 00,000,0	S 00:09	2,000,00
2,039,918.25 \$	149,352,00	9,500.00 S	1,150,00 S	4.100.00 S	2,100,00 \$	450,00 S	S 60°00P°01	2,812,00 \$	4.500.00 S	16.800.00 S	7,200,00 S	8	400.00 S	\$ 00.000 S	2.500.00 8	3 00.00 S	1.300.00 S	8	900,00 \$	2,600.00 S	\$ 00.00P,6	22.000.00 S	43.14U.00 S	2,000.00 S
	П	10	3,450,00 S		3.680.00 S		4,6			2 00.019.1		465.75 S	287.50 S	117.88 \$	1.296.63 \$	891.25 \$	456.17 S	507.92 S	460.00 S	503.13 \$	1,121.25 \$	4,283,75 S	37.11 \$	1.150.00 S
2,069,241,70 \$	131,459.18	10,246.50 \$	3,450,00 8	17,250.00 S	3.680.00 S	1.845.75 S	9,372.50 \$	3,450,40 S	1,955.00 \$	11,270,00 \$	5.698.28 S	465.75 S	287.50 S	2,357.60 S	2,593.26 \$	891.25 S	2.737.02 S	1.523.76 S	970.00 S	2,012,52 \$	4,485.00 S	17.135.00 S	26.682.09 S	\$ 00.021.1
	s	10,791.97 \$	2,385.03 \$	2,385.03 \$	2.385.03 \$	1.079.20 S	5,072.23 \$	33.46 \$	8,633.58 S	2,805.91 8	2.266.32 S	2.913.84 5	323.76 S	97.13 S	1,241,08 \$	739.25 S	\$39,60 \$	\$ 09.60	\$ 09.665	\$39,60 S	3.237.59 S	4.532.63 \$	91.73 S	17,267.16 \$
2.104.983.70 6	211,934.51	10,791.97	2,385.03	11.925.15	2,385.03	1.079.20	10.144.46	5,085.92	8,633.58	19,641.37	9,065.28	2,913.84	323,76 \$	1,942,60	2,482.16	739.25	3,237.60	1.618.80	(.079.20	2,158,40	12,950,36	18,130,52	65.953.87	17.267.16
		S. Street, S.	1 100000	V 39+8, 1	Section 1 Section 2	1 2004	V (40.00) P	The second second	20 20 20 20	# 1000 to 1	\$ 000 to 5		S. OFFICE	A 10 08	1 42 44	1,000	1631	1000	4500	100.80	A STATE OF THE PARTY OF THE PAR	1 10.0 11	1000	- 10 Car.
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RES	OLU	ITION	NO.	

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION FOR THE CONSTRUCTION OF DEAN'S TRAIL

**WHEREAS**, the Walton Family Foundation has awarded a matching grant in the amount of \$3,000,000 to the City of Springdale for the construction of the Dean's Trail Phase 2 and 3A; and

WHEREAS, Dean's Trail is a lighted trail/alternative transportation route along the east side of Springdale continuing the recently finished trial beginning at the Jones Center; crossing through the industrial area and the neighborhoods surrounding Parsons Hills Elementary School; terminating at the signaled crossing at Robinson Avenue at Oriole Street. Phase 2 and 3A will include a tunnel under Robinson Avenue connecting J. O. Kelley Middle School and Knapp Elementary School; continuing south to the existing tunnel under Don Tyson Parkway and terminating at the animal shelter site; and

WHEREAS, the City's match (50/50) will consist of funds previously committed for engineering and design of the trail and an approved Transportation Alternatives Program (TAP) grants with the remainder of funds to be provided in the Public Works Department trail development budget and any remainder through the Capital Improvement Program with allocation determined with the reward of a construction contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, THAT: the Mayor is hereby authorized to accept grant funds from the Walton Family Foundation for the construction of the Phase 2 and 3A Dean's Trail and to enter into a grant agreement with matching funds set aside as outlined above to provide the required match for the grant.

PASSED AND APPROVED THIS DAY OF, 2019.						
	Doug Sprouse, Mayor					
ATTEST:						
Denise Pearce, City Clerk						
APPROVED:						
Ernest Cate City Attorney	21					

|--|

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION FOR THE CONSTRUCTION OF SPRING CREEK TRAIL EXTENSION ACROSS PROPERTY OWNED BY ARKANSAS GAME AND FISH

WHEREAS, the Walton Family Foundation has awarded a matching grant in the amount of \$760,000 to the City of Springdale for the construction of the extension of Spring Creek Trail from 40<sup>th</sup> Street to I-49 on property owned by Arkansas Game and Fish; and

WHEREAS, Spring Creek Trail is a lighted trail/alternative transportation route along the Spring Creek beginning approximately one mile east of Lake Springdale Trailhead on the Razorback Regional Greenway at the location of the mountain bike trail Thunder Chicken; continuing to the west along Spring Creek to an at-grade crossing on 40th Street; then on property owned by the Arkansas Game and Fish being developed as a Nature Center; and

WHEREAS, the City's match (50/50) will consist of funds previously committed for design services out of the Public Works Department trail development budget and an approved Transportation Alternatives Program (TAP) grant for construction, with the remainder of funds to be provided in the Public Works Department trail development budget and any remainder through the Capital Improvement Program with allocation determined with the reward of a construction contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, THAT: the Mayor is hereby authorized to accept grant funds from the Walton Family Foundation for the construction of the Spring Creek Trail Phase 2 and to enter into a grant agreement with matching funds set aside as outlined above to provide the required match for the grant.

PASSED AND APPROVED THIS DAY OF, 2019.						
	Doug Sprouse, Mayor					
ATTEST:						
Denise Pearce, City Clerk						
APPROVED:						
Ernest Cate. City Attorney						

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS.

**WHEREAS**, the following real property located in Springdale, Benton County, Arkansas, is owned as set out below:

PROPERTY OWNER:

Ellis L. and Charlotte Norris

LEGAL DESCRIPTION:

Lot 45, Rosson Creek Subdivision, to the City of

Springdale, Benton County, Arkansas as shown on the record "2014" at pages 121 and 122.

LAYMAN'S DESCRIPTION:

4051 Benjamin

Springdale, Benton County, Arkansas

PARCEL NO.:

21-02340-000

WHEREAS, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances;

WHEREAS, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown in the attached Exhibits:

\$752.32 clean-up costs and \$56.70 administrative costs – 4051 Benjamin (Parcel #21-02340-000)

WHEREAS, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown in the attached Exhibits;

WHEREAS, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these properties to collect the amounts expended by the City in cleaning up these properties;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies that the following real property shall be placed on the tax books of the Washington County Tax Collector as delinquent taxes and collected accordingly:

\$809.02, plus 10% for collection - 4051 Benjamin (Parcel No. 21-02340-000)

Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this \_\_\_\_\_ day of October, 2019.

	Doug Sprouse, Mayor
ATTEST:	
Denise Pearce, CITY CLERK	_
APPROVED AS TO FORM:	
aca -	
Ernest B. Cate, CITY ATTORNEY	



Ernest B. Cate

ecate@springdalear.gov

City Attorney

Taylor Samples
Senior Deputy
City Attorney
tsamples@springdalear.gov

Sarah Sparkman Deputy City Attorney ssparkman@springdalear.gov

David D. Phillips Deputy City Attorney dphillips@springdalear.gov

Lynda Belvedresi Case Coordinator/ Victim Advocate ibelvedresi@springdalear.gov

Steve Helms Investigator shelms@springdalear.gov

Cindy Horlick Administrative Legal Assistant/Paralegal chorlick@springdalear.gov

Jacque Roth Docket Coordinator/ Discovery Clerk jroth@springdalear.gov

# Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov

September 26, 2019

CERTIFIED MAIL RETURN RECEIPT REQUESTED AND REGULAR MAIL

Nicole Ann Sperduto 242 County Road 428 Berryville, AR 72616

# CERTIFIED MAIL RETURN RECEIPT REQUESTED

Nationstar Mortgage, LLC d/b/a Mr. Cooper Corporation Service Company, Registered Agent 300 Spring Building, Suite 900 300 S. Spring St. Little Rock, AR 72201

> RE: Notice of clean-up lien on property located at 4051 Benjamin, Springdale, Benton County, Arkansas, Tax Parcel No. 21-02340-000

Dear Ms. Sperduto and Lienholder:

On June 24, 2019, notice was posted on property located at 4051 Benjamin, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on June 24, 2019, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about July 19, 2019 and September 5, 2019. As of this date, the total costs incurred by the City of Springdale to clean this property are \$752.32. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include

certified mailing fee in the amount of \$6.95 per letter and a filing fee in the amount of \$15.00 to the Benton County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before October 22, 2019, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, October 22, 2019 at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$794.02, which includes \$752.32 for cleaning up the property and \$41.70 for certified mailings to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Cindy Horlick, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

If you desire to contest the amount sought above, you will need to contact Neighborhood Services Division at 479-756-7712 for an appointment and you will be given a court date in Springdale District Court where you will have the opportunity to state your case before the District Court Judge.

If you should have any questions, please let me know.

Sincerely,

Sarah Sparkman

Deputy City Attorney

enclosures SS:lb

cc:

Nationstar Mortgage, LLC d/b/a Mr. Cooper 8950 Cypress Waters Blvd. Coppell, TX 75019

James McPherson Albertelli Law Firm 1 Information Way, Suite 201 Little Rock, AR 72202 City of Springdale

Neighborhood Services Division

210 Spring St

Springdale AR 72764

Phone 479-756-7712 SPRINGDALE

### CITY ABATEMENT-2019 - Thursday, September 05, 2019 2:33:34 PM (LOGAN-CODE 2)

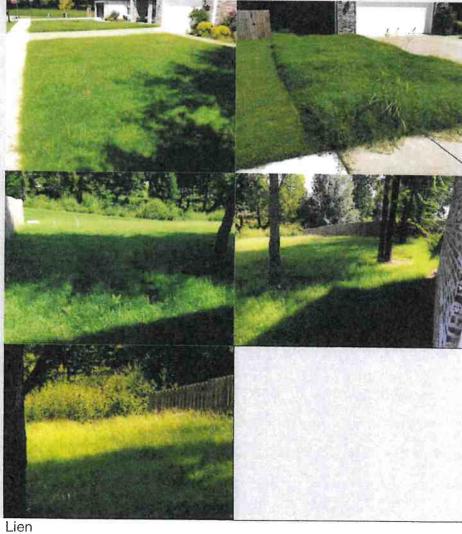
User Name LOGAN-CODE 2

User# 4792831304

Form Started 9/5/2019 2:33:34 PM 9/5/2019 3:03:34 PM

Property Address 4051 Benjamin

Before Picture Attached Data



Type of Abatement
Date of Abatement
Officer on SiteLabor Rate Recovery

L.

Thursday, September 05, 2019 2:33:00 PM L. West

Employee	Henry Hernandez
HH Benefit Rate	\$54.84
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	754 Grasshopper ,743 Kubota,6037 Service Pick Up Truck
754 Grasshopper	\$55.00
743 Kubota	\$65.00
6037 Service Pick Up Truck	\$35.00
Time of Abatement in Hours	
Number of Temporary Laborers	2
Temporary Labor Rate Recovery	48.00
Employee labor recovery per hour	54.84
Total Employee Cost	54.84
Equipment Cost per hour	155.00
Total Equpment Cost	155.00
Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	376.16
Items Removed from Property	At the property of 4051 Benjamin the landscape crew removed tall grass and weeds.



City of Springdale

Neighborhood Services Division

210 Spring St

Springdale AR 72764

Phone 479\_756\_7712 SPRINGDALE

### CITY ABATEMENT-2019 - Friday, July 19, 2019 10:15:29 AM (LOGAN-CODE 2)

User Name

User#

Form Started

Form Submitted

Property Address

Before Picture

LOGAN-CODE 2

4792831304

7/19/2019 10:15:29 AM

7/19/2019 11:19:20 AM

4051 Benjamin Ln

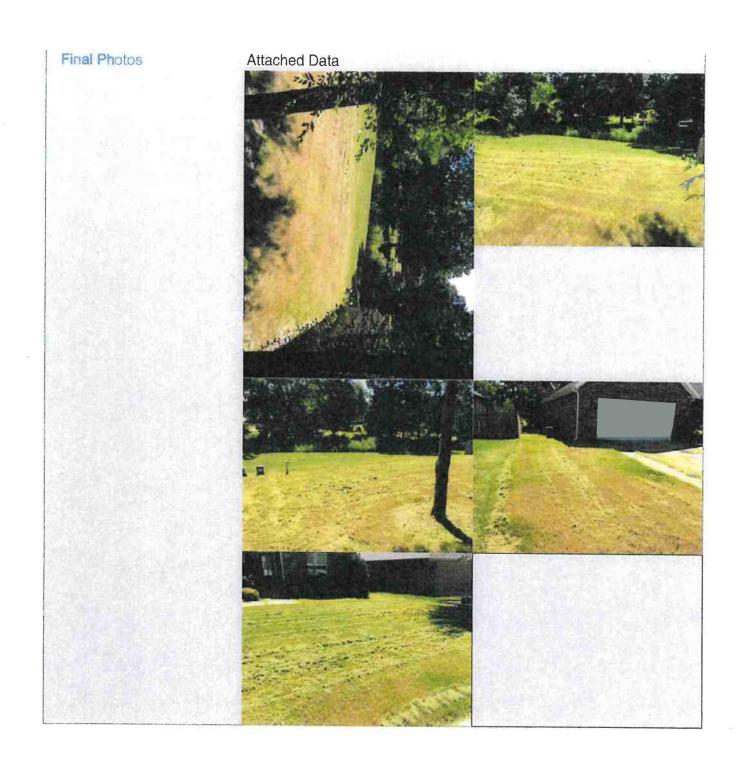
Attached Data



Type of Abatement
Date of Abatement
Officer on SiteLabor Rate Recovery

Friday, July 19, 2019 10:15:00 AM L. West

Employee	Henry Hernandez
HH Benefit Rate	\$54.84
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	754 Grasshopper ,743 Kubota,6028 Service Pick Up Truck
754 Grasshopper	\$55.00
743 Kubota	\$65.00
6028 Service Pick Up Truck	\$35.00
Time of Abatement in Hours	
Number of Temporary Laborers	2
Temporary Labor Rate Recovery	48.00
Employee labor recovery per hour	54.84
Total Employee Cost	54.84
Equipment Cost per hour	155.00
Total Equpment Cost	155.00
Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	376.16
Items Removed from Property	At the property of 4051 Benjamin PI, the landscape crew removed tall grass and weeds.



SENDER: COMPLETE		COMPLETE THE SECTION	ON.
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:</li> <li>Nicole Sperduto 242 Ca Road 428 Berry AR 72616</li> </ul>	The Management of the Control of the	B. Received by (Pfinted Nam  NICOLES perdu: 10  D. Is delivery address differen If YES, enter delivery address	1/-3 <i>U</i> -// t from item 1? ☐ Yes
9590 9402 5215 9122 2176 58  2 Article Number (Transfer from service label) 7017 2660 0000 3373 14	+1 <sub>2</sub> 7	3. Service Type  Adult Signature Adult Signature Restricted Deliver Certified Mail® Certified Mail® Collect on Delivery Collect on Delivery Restricted Delivery Mail Mail Restricted Delivery John Mail	Delivery  A Return Receipt for  Merchandise
PS Form 3811, July 2015 PSN 7530-02-000-9053			Domestic Return Receipt
<ul> <li>SENDER: COMPLETE THIS SECTION</li> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>1. Article Addressed to:</li> </ul>	A X B	. Signature  . Received by (Printed Name)  . Is delivery-address different from If YES, enter delivery address	☐ Agent ☐ Addressee ☐ C. Date of Delivery ☐ 30 14 pitem 1? ☐ Yes
1123 Park View Dr. Covina, CA 91724-3748  9590 9402 5215 9122 2177 02  2. Article Number (Transfer from service label)	☐ Ac ☐ Ac ☐ Cc ☐ Cc	Service-Type- dult Signature dult Signature Restricted Delivery ertified Mail® ertified Mail Restricted Delivery ollect on Delivery ollect on Delivery Restricted Delivery	☐ Priority Meil Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™
	LA	Desired In P	☐ Signature Confirmation

PS Form 3811, July 2015 PSN 7530-02-000-9053

7017 2680 0000 3373 1349

Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation
Restricted Delivery

Domestic Return Receipt

Restricted Delivery

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, the following real property located in Springdale, Washington County, Arkansas, is owned as set out below:

PROPERTY OWNER:

Kenneth and Brandy Braswell

LEGAL DESCRIPTION:

Lot Numbered Forty (40), in Fox Field Subdivision to the City of Sprigndale, Arkansas, as per plat on file in the office of the Circuit Clerk and Ex-Officio

Recorder of Washington County, Arkansas.

LAYMAN'S DESCRIPTION:

2688B Carondolet St.

Springdale, Washington County, Arkansas

PARCEL NO.:

815-35898-000

PROPERTY OWNER:

Ma Guadalupe Reyes Samaniego, Alona Guadalupe Soto Reyes and

Yoselin Soto Reyes

LEGAL DESCRIPTION:

Lot eight (8),Lot nine (9), Lot ten (10), and the North Forty-five (45) feet of Lot eleven (11) in Block six (6) in the Carter Addition to the City of Sprindale, Washington County, Arkansas, LESS AND EXCEPT 20 feet of

equal and uniform width off the Nor4th side of said Lot eight (8).

LAYMAN'S DESCRIPTION:

1304 Young St.

Springdale, Washington County, Arkansas

PARCEL NO.:

815-20890-000

WHEREAS, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances;

WHEREAS, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown in the attached Exhibits:

\$386.16 clean-up costs and \$28.90 administrative costs -2688B Carondolet St. (Parcel No. \$15-35898-000)

\$376.16 clean-up costs and \$21.90 administrative costs – 1304 Young St. (Parcel No. 815-20890-000)

WHEREAS, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown in the attached Exhibits;

WHEREAS, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these properties to collect the amounts expended by the City in cleaning up these properties;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies that the following real property shall be placed on the tax books of the Washington County Tax Collector as delinquent taxes and collected accordingly:

\$415.06, plus 10% for collection – 2688B Carondolet St. (Parcel No. 815-35898-000) \$398.06, plus 10% for collection – 1304 Young St. (Parcel No. 815-20890-000)

Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this \_\_\_\_\_ day of October, 2019.

	Doug Sprouse, Mayor
ATTEST:	
Denise Pearce, CITY CLERK	
APPROVED AS TO FORM:	
at es	
Ernest B. Cate, CITY ATTORNEY	



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov

August 19, 2019

Ernest B. Cate City Attorney ecate@springdalear.gov

Taylor Samples Senior Deputy City Attorney Isamples@springdalear.gov

Sarah Sparkman Deputy City Attorney ssparkman@springdalear.gov

David D. Phillips Deputy City Attorney ophillips@springdalear.gov

Lynda Belvedresi Case Coordinator/ Victim Advocate Ibelvedresi@springdalear.gov

Steve Helms Investigator shelms@springdalear.gov

Cindy Horlick Administrative Legal Assistant/Paralegal chorlick@springdalear.gov

Jacque Roth Docket Coordinator/ Discovery Clerk jroth@springdalear.gov CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL

Kenneth Braswell 275 N. Elm St. Springdale, AR 72762

Brandy Braswell 3255 S. Leo Ammons Rd. Fayetteville, AR 72701

### CERTIFIED MAIL RETURN RECEIPT REQUESTED

Novastar Mortgage, Inc. Corporation Service Company, Registered Agent 300 Spring Building, Suite 900 300 S. Spring St. Little Rock, AR 72201

RE: Notice of clean-up lien on property located at 2688B Carondolet St., Springdale, Washington County, Arkansas, Tax Parcel No. 815-35898-000

Dear Property Owners/Lienholder:

On May 15, 2019, notice was posted on property located at 2688B Carondolet, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on June 12, 2019, 2019, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about July 11, 2019. As of this date, the total costs incurred by the City of Springdale to clean this property are \$386.16. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City

of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.95 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before October 22, 2019, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, October 22, 2019, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$400.06, which includes \$386.16 for cleaning up the property and \$13.90 for certified mailings to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Cindy Horlick, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

If you desire to contest the amount sought above, you will need to contact Neighborhood Services Division at 479-756-7712 for an appointment and you will be given a court date in Springdale District Court where you will have the opportunity to state your case before the District Court Judge.

This letter is also being mailed by regular mail to the addresses above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

If you should have any questions, please let me know

Sincerely,

Sarah Sparkman Deputy City Attorney

enclosures SS:ch City of Springdale

Neighborhood Services Division

210 Spring St

Springdale AR 72764

Phone 479-756-7712 SPRINGDALE

CITY ABATEMENT-2019 - Thursday, July 11, 2019 9:34:23 AM (BOBBY CODE 1)

User Name **BOBBY CODE 1** 

User#

4797999694 Form Started 7/11/2019 9:34:23 AM Form Submitted 7/11/2019 10:09:29 AM Property Address 2688 B Carondolet

Before Picture Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement

Date of Abatement Officer on Site-

Labor Rate Recovery

Employee HH Benefit Rate

Method of Compliance

1 Method of Compliance

Equipment Used Equipment

748 Grasshopper 743 Kubota 6031 Service Truck-Landscaping

Time of Abatement in

Hours Number of Temporary

Laborers Temporary Labor Rate

Recovery Employee labor recovery per hour

Total Employee Cost

Lien

Thursday, July 11, 2019 9:34:00 AM B. Nivens

Henry Hernandez

\$54.84

Mowing, Junk and Trash Removal from Curb

748 Grasshopper,743 Kubota,6031 Service Truck-Landscaping

\$55.00 \$65.00 \$35.00

2

48.00

54.84

54.84

Equipment Cost per hour 155.00 Total Equpment Cost 155.00 Disposal Cost Recovery \$118.32 Number of Tires Removed 0 (\$2 Each) Number of Electronics Removed (\$10 Each) 1 Containers of Chemicals (\$1 Each) Freon Removal Recovery (\$20 each) 0 Total Cost of Abatement 386.16 Items Removed from 1 TV Property Final Photos



Final Photos





### **AFFIDAVIT**

STATE OF ARKANSAS	)
	)SS
COUNTY OF WASHINGTON	)

- I, Steve Helms, upon my oath, state as follows:
- 1. That I am the Investigator for the Springdale City Attorney's Office.
- 2. That on October 1, 2019, I communicated with Brandy Braswell regarding a letter dated August 19, 2019 from the City Attorney's Office regarding the clean-up costs on 2688B Carondolet. Brandy requested that I email the letter to her, which I did.
- 3. That on October 2, 2019, Brandy Braswell confirmed by text that she did receive the letter dated August 19, 2019 regarding the clean-up costs on 2688B Carondolet.

FURTHER, affiant sayeth naught.

Steve Helms

SUBSCRIBED AND SWORN to before me, a Notary Public, this 15th day of October, 2019.

My Commission Expires:

12/20/2020

CYNTHIA HORLICK
OFFICIAL SEAL - NOTARY PUBLIC
WASHINGTON COUNTY ARKANSAS
COMMISSION # 12379341
MY COMMISSION EXPIRES 12-01-2020

Notary Public

# **USPS Tracking®**

FAQs >

### Track Another Package +

Tracking Number: 70191120000058485917

Remove X

We attempted to deliver your item at 9:48 am on October 3, 2019 in FAYETTEVILLE, AR 72701 and a notice was left because an authorized recipient was not available. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice beginning October 4, 2019. If this item is unclaimed by October 18, 2019 then it will be returned to sender.

### **Delivery Attempt: Action Needed**

October 3, 2019 at 9:48 am Notice Left (No Authorized Recipient Available) FAYETTEVILLE, AR 72701

Schedule Redelivery V

Text & Email Updates	~
Schedule Redelivery	~
Tracking History	^

October 3, 2019, 9:48 am

Notice Left (No Authorized Recipient Available)

FAYETTEVILLE, AR 72701

We attempted to deliver your item at 9:48 am on October 3, 2019 in FAYETTEVILLE, AR 72701 and a notice was left because an authorized recipient was not available. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice beginning October 4, 2019. If this item is unclaimed by October 18, 2019 then it will be returned to sender.

October 3, 2019, 6:35 am Arrived at Unit FAYETTEVILLE, AR 72701

October 3, 2019, 12:18 am
Departed USPS Regional Origin Facility
FAYETTEVILLE AR DISTRIBUTION CENTER

October 2, 2019, 9:04 pm

Arrived at USPS Regional Origin Facility
FAYETTEVILLE AR DISTRIBUTION CENTER

October 2, 2019, 5:39 pm Departed Post Office SPRINGDALE, AR 72764

October 2, 2019, 12:21 pm USPS picked up item SPRINGDALE, AR 72764

**Product Information** 

See Less 🔨

### Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

**FAQs** 

SENDER: COMPLETE THIS SECTION			COMPLETE THIS SECTION ON DELIVERY	
Complete items 1, 2, and 3			A. Signature	STEER STREET STORY
Print your name and addre so that we can return the c	ss on the rever	'se	x ////	☐ Agent
Attach this card to the back or on the front if space per 1. Article Addressed to:	of the mailnio	ece,	B. Received by (Printed Nam	e) C. Date of Delivery
Novastar Mortgage Inc.			D. Is delivery address different If YES, enter delivery addre	from Item 1? Yes
Novastar Mortgage, Inc. Corporation Service Cor 300 Spring Building, Su 300 S. Spring St. Little Rock, AR 72201	npany, Regist		ent  3. Service Type	ess below:
Corporation Service Cor 300 Spring Building, Sur 300 S. Spring St.	npany, Regist te 900	- A	ent  3. Service Type	ess below: 🔲 No



The City Attorney

201 Spring Street Springdale, Arkansas 72764 Phone (479) 756-5900 Fax (479) 750-4732 www.springdalear.gov

September 13, 109

Ernest B. Cate City Attorney ecate@springdalear.gov

Taylor Samples Senior Deputy City Attorney tsamples@springdalear.gov

Sarah Sparkman Deputy City Attorney ssparkman@springdalear.gov

David D. Phillips Deputy City Attorney dphillips@springdalear.gov

Lunda Belvedresi Case Coordinator/ Victim Advocate lbelvedresi@springdalear.gov

Steve Helms Investigator shelms@springdalear.gov

Cindy Horlick Administrative Legal Assistant/Paralegal chorlick@springdalear.gov

Jacque Roth Docket Coordinator Discovery Clerk jroth@springdalear.gov

CERTIFIED MAIL RETURN RECEIPT REQUESTED AND REGULAR MAIL

Ma Guadalupe Reyes Samaniego Alondra Guadalupe Soto Reyes Yoselin Soto Reves 1304 Young Street Springdale, AR 72764

Notice of clean-up lien on property located at 1304 Young Street, Springdale, Washington County, Arkansas, Tax Parcel No. 815-

20890-000

Dear Property Owner:

On July 1, 2019, notice was posted on property located at 1304 Young Street, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on July 2, 2019, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about August 14, 2019. As of this date, the total costs incurred by the City of Springdale to clean this property are \$376.16. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.95 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before October 22, 2019, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the

lien will be held Tuesday, October 22, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$397.01, which includes \$376.16 for cleaning up the property and \$20.85 for certified mailings to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Cindy Horlick, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

If you desire to contest the amount sought above, you will need to contact Neighborhood Services Division at 479-756-7712 for an appointment and you will be given a court date in Springdale District Court where you will have the opportunity to state your case before the District Court Judge.

This letter is also being mailed by regular mail to Ma Guadalupe Reyes Samaniego, Alondra Guadalupe Soto Reyes, and Yoselin Soto Reyes at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

If you should have any questions, please let me know.

Sincerely,

Sarah Sparkman

Deputy City Attorney

enclosures ss:ch City of Springdale

Neighborhood Services Division

210 Spring St

Springdale AR 72764

Phone 479-756-7712 SPRINGDALE

CITY ABATEMENT-2019 - Wednesday, August 14, 2019 8:25:25 AM (BOBBY CODE 1)

User Name

User#

Form Started

Form Submitted Property Address

Before Picture

**BOBBY CODE 1** 

4797999694

8/14/2019 8:25:25 AM

8/14/2019 9:34:42 AM

1304 Young

Attached Data



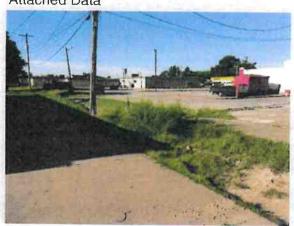
Before Picture





Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement

Date of Abatement

Officer on Site-

Lien

Wednesday, August 14, 2019 8:25:00 AM

B. Nivens

Labor Rate Recovery

Employee

Henry Hernandez

\$54.84

HH Benefit Rate Method of Compliance

1 Method of Comptiance

Mowing

Equipment Used

Equipment

748 Grasshopper,743 Kubota,6031 Service Truck-Landscaping

748 Grasshopper \$55.00 743 Kubota \$65.00 6031 Service Truck-\$35.00

Landscaping

Time of Abatement in Hours

2

Number of Temporary

Laborers

48.00

Temporary Labor Rate Racovery

Employee labor recovery

per hour

Total Employee Cost

54.84

54.84

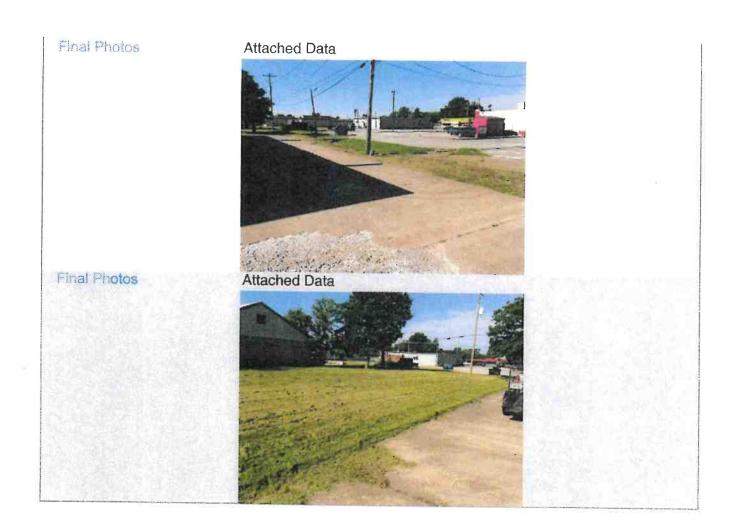
Equipment Cost per hour 155.00 Total Equpment Cost 155.00 Disposal Cost Recovery \$118.32 Number of Tires Removed 0 (\$2 Each) Number of Electronics Removed (\$10 Each) Containers of Chemicals 0 (\$1 Each) Freon Removal Recovery (\$20 each) Total Cost of Abatement 376.16 Items Removed from Property 0 Final Photos

### Attached Data



Final Photos





# **USPS Tracking®**

FAQs >

### Track Another Package +

**Tracking Number:** 70172680000033731240

Remove X

Your item departed our USPS facility in LITTLE ROCK AR DISTRIBUTION CENTER on October 15, 2019 at 12:54 am. The item is currently in transit to the destination.

### **In-Transit**

October 15, 2019 at 12:54 am
Departed USPS Regional Facility
LITTLE ROCK AR DISTRIBUTION CENTER

Get Updates V

SEGDOCK

#### Text & Email Updates

 $\vee$ 

#### **Tracking History**

 $\wedge$ 

### October 15, 2019, 12:54 am

Departed USPS Regional Facility
LITTLE ROCK AR DISTRIBUTION CENTER

Your item departed our USPS facility in LITTLE ROCK AR DISTRIBUTION CENTER on October 15, 2019 at 12:54 am. The item is currently in transit to the destination.

#### October 14, 2019

In Transit to Next Facility

October 11, 2019, 11:30 pm
Arrived at USPS Regional Facility
LITTLE ROCK AR DISTRIBUTION CENTER

October 4, 2019, 4:17 pm Unclaimed/Being Returned to Sender SPRINGDALE, AR 72764

September 16, 2019, 10:49 am Notice Left (No Authorized Recipient Available) SPRINGDALE, AR 72764

September 15, 2019, 6:16 pm
Departed USPS Regional Facility
FAYETTEVILLE AR DISTRIBUTION CENTER

September 13, 2019, 10:07 pm

Arrived at USPS Regional Facility

FAYETTEVILLE AR DISTRIBUTION CENTER

Product Information

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**FAQs**